

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES UNION, COUNCIL 31, AFL-CIO, LOCAL 3696  
(Representing Support Staff - Office of the Public Defender and the Department of  
Revenue)**

**And**

**COUNTY OF COOK**

**December 1, 2012 through November 30, 2017**

**Effective upon Approval by the Cook County Board of Commissioners**

**APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS**

**APR 13 2016**

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## TABLE OF CONTENTS

	<u>Page</u>
PREAMBLE .....	1
ARTICLE I RECOGNITION .....	1
Section 1.1 Representative Unit.....	1
Section 1.2 Union Membership .....	1
Section 1.3 Dues Checkoff .....	1
Section 1.4 Fair Share .....	2
Section 1.5 Religious Exemption.....	3
Section 1.6 Indemnification.....	3
Section 1.7 Bargaining Unit Work.....	3
Section 1.8 Welfare to Work Program.....	4
ARTICLE II EMPLOYER AUTHORITY .....	4
Section 2.1 Employer Rights .....	4
Section 2.2 Employer Obligation.....	5
Section 2.3 Employee Obligation .....	5
ARTICLE III HOURS OF WORK.....	5
Section 3.1 Regular Work Periods.....	5
Section 3.2 Flextime .....	5
Section 3.3 Chief Judge – Constitutional Authority.....	5
Section 3.4 Lunch/Break Periods.....	6
Section 3.5 Compensatory Time.....	6
Section 3.6 Compensatory Time Alternative.....	6
Section 3.7 Docking Provision .....	7
ARTICLE IV SENIORITY .....	7
Section 4.1 Probationary Periods.....	7
Section 4.2 Definition of Seniority .....	7
Section 4.3 Seniority List.....	7
Section 4.4 Termination of Seniority.....	8
ARTICLE V HOLIDAYS .....	8
Section 5.1 Regular Holidays .....	8
Section 5.2 Holiday in Vacations.....	9
Section 5.3 Work on a Holiday.....	9
ARTICLE VI VACATIONS .....	10
Section 6.1 Vacation Leave .....	10
Section 6.2 Vacation Preference and Scheduling .....	11
ARTICLE VII WELFARE BENEFITS.....	12
Section 7.1 Hospitalization Insurance; Employee Contributions .....	12

	<u>Page</u>
Section 7.2 Sick Leave.....	14
Section 7.3 Pension Plan.....	15
Section 7.4 Disability Benefits .....	15
Section 7.5 Life Insurance .....	15
Section 7.6 Dental Plan.....	15
Section 7.7 Vision Plan.....	15
Section 7.8 Hospitalization - New Hires.....	16
Section 7.9 Flexible Benefits Plan.....	16
Section 7.10 Union and County Meetings Respecting Health Care .....	16
Section 7.11 Insurance Coverage.....	16
Section 7.12 Insurance Opt-Out.....	16
Section 7.13 Personal Support Program (PSP) .....	16
ARTICLE VIII ADDITIONAL BENEFITS .....	17
Section 8.1 Bereavement Leave.....	17
Section 8.2 Personal Days.....	17
Section 8.3 First Personal Day.....	18
Section 8.4 School Conference and Activity Leave .....	18
ARTICLE IX LEAVES OF ABSENCE.....	18
Section 9.1 Use of Benefit Time.....	19
Section 9.2 Regular Leave .....	18
Section 9.3 Family Responsibility Leave .....	18
Section 9.4 Parental Leave.....	19
Section 9.5 Educational Leave.....	19
Section 9.6 Seniority on Leave .....	20
Section 9.7 Retention of Benefits .....	20
Section 9.8 Union Leave.....	20
Section 9.9 Military Leave.....	21
Section 9.10 Veterans' Conventions.....	21
Section 9.11 Jury Duty.....	21
Section 9.12 Election Day.....	21
Section 9.13 Approval of Leave .....	22
Section 9.14 Change of Anniversary Date.....	22
ARTICLE X DISCIPLINE PROCEDURES .....	22
Section 10.1 Use of Discipline.....	23
Section 10.2 Types of Discipline.....	23
Section 10.3 Investigatory Meeting .....	22
Section 10.4 Predisciplinary Meeting .....	23
Section 10.5 Verbal and Written Reprimands .....	24
Section 10.6 Notification of Disciplinary Action .....	23
Section 10.7 Removal of Discipline .....	23
Section 10.8 Temporary Suspension.....	24
ARTICLE XI GRIEVANCE PROCEDURES .....	24
Section 11.1 Definition .....	24

	<u>Page</u>
Section 11.2 Representation.....	25
Section 11.3 Grievance Procedure Steps .....	25
Section 11.4 Advance Step Filing.....	26
Section 11.5 Time Limits.....	28
Section 11.6 Stewards.....	28
Section 11.7 Union Representatives .....	27
Section 11.8 Impartial Arbitration.....	27
Section 11.9 Expedited Arbitration.....	28
Section 11.10 Grievance Procedure and Arbitration .....	29
ARTICLE XII CONTINUITY OF OPERATION.....	29
Section 12.1 No Strike .....	29
Section 12.2 Union Responsibility .....	29
Section 12.3 Discharge of Violators .....	29
Section 12.4 No Lock-Out .....	29
Section 12.5 Reservation of Rights.....	30
ARTICLE XIII FILLING OF VACANCIES .....	30
Section 13.1 Posting - Chief Judge.....	<b>Error! Bookmark not defined.</b>
Section 13.2 Permanent Bid List - Chief Judge.....	<b>Error! Bookmark not defined.</b>
Section 13.3 Transfer and Promotions - Office of the Public Defender .....	30
Section 13.4 Testing.....	30
Section 13.5 Interview .....	31
Section 13.6 Filling of Vacancy Criteria .....	33
Section 13.7 Reduction in Work Force.....	33
Section 13.8 Transfer of Stewards.....	32
ARTICLE XIV HEALTH AND SAFETY .....	33
Section 14.1 General.....	33
Section 14.2 Health and Safety Committee .....	33
Section 14.3 Video Display Terminals .....	33
Section 14.4 Communicable Diseases .....	33
ARTICLE XV EDUCATIONAL BENEFITS.....	34
Section 15.1 Educational Fund .....	36
Section 15.2 Employee Development and Training .....	34
ARTICLE XVI UPWARD MOBILITY PROGRAM.....	35
Section 16.1 Goals and Priorities.....	35
ARTICLE VII JOB CLASSIFICATIONS .....	35
Section 17.1 Classification Review Committee/Job Audits .....	37
ARTICLE XVIII MISCELLANEOUS.....	35
Section 18.1 No Discrimination.....	35
Section 18.2 Americans with Disabilities Act .....	36
Section 18.3 Bulletin Boards .....	38

	<u>Page</u>
Section 18.4 Partial Invalidity.....	36
Section 18.5 Courses and Conferences.....	36
Section 18.6 Labor Management Committee .....	37
Section 18.7 Meeting Rooms.....	37
Section 18.8 Personnel Files .....	37
Section 18.9 Sub-Contracting .....	37
Section 18.10 Dual Employment.....	39
Section 18.11 Personnel Manual.....	39
Section 18.12 Travel Reimbursement.....	39
Section 18.13 Auto Insurance .....	38
Section 18.14 Information Provided to Union.....	38
Section 18.15 Direct Deposit .....	38
Section 18.16 Tax Shelters .....	40
Section 18.17 Contract Implementation .....	40
Section 18.18 Mass Transit Benefit Program .....	40
Section 18.19 Personnel Rule Changes .....	40
ARTICLE XIX RATES OF PAY .....	39
Section 19.1 General Increases .....	39
Section 19.2 Bilingual Pay.....	41
ARTICLE XX DURATION .....	41
Section 20.1 Term.....	41
Section 20.2 Notice.....	41
APPENDIX A.....	
APPENDIX C .....	
SIDE LETTERS.....	

	<u>Page</u>
Section 18.5 Courses and Conferences .....	36
Section 18.6 Labor Management Committee .....	37
Section 18.7 Meeting Rooms .....	37
Section 18.8 Personnel Files .....	37
Section 18.9 Sub-Contracting .....	37
Section 18.10 Dual Employment .....	37
Section 18.11 Personnel Manual.....	37
Section 18.12 Travel Reimbursement.....	37
Section 18.13 Auto Insurance .....	38
Section 18.14 Information Provided to Union.....	38
Section 18.15 Direct Deposit .....	38
Section 18.16 Tax Shelters .....	38
Section 18.17 Contract Implementation .....	38
Section 18.18 Mass Transit Benefit Program .....	38
Section 18.19 Personnel Rule Changes .....	38
ARTICLE XIX RATES OF PAY.....	39
Section 19.1 General Increases .....	39
Section 19.2 Bilingual Pay.....	39
ARTICLE XX DURATION.....	39
Section 20.1 Term.....	39
Section 20.2 Notice.....	40
APPENDIX A.....	
APPENDIX C .....	
SIDE LETTERS.....	

# **COLLECTIVE BARGAINING AGREEMENT**

## **PREAMBLE**

This collective bargaining agreement is entered into between Cook County (hereinafter collectively referred to as the "County" or the "Employer") and the American Federation of State, County and Municipal Employees (AFSCME), Council 31, for and on behalf of Local 3696 AFL-CIO, (hereinafter referred to as the "Union" or "AFSCME").

## **ARTICLE I** **RECOGNITION**

### **Section 1.1 Representative Unit:**

The Employer recognizes the Union as the sole and exclusive representative for all employees of the Employer in the job classifications set forth in Appendix A of this Agreement and excluding all confidential employees, supervisors and managers.

### **Section 1.2 Union Membership:**

The Employer does not object to Union membership by its employees, and believes that certain benefits may inure from such membership. For the purpose of this Section, an employee shall be considered to be a member of the Union if he/she timely tenders the dues and initiation fee required as a condition of membership.

Within five (5) days of an employee's hire the Employer will grant the Union an opportunity to present the benefits of Union membership, at which time the Union may give such employees a copy of this Agreement.

### **Section 1.3 Dues Check-off:**

With respect to any employee from whom the Employer receives individual written authorization, signed by the employee, in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and initiation fee required as a condition of membership in the Union, or a representation fee, and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union. Should the payroll system become capable of further deductions, the Employer agrees to cooperate with reasonable requests for additional deductions including dental and P.E.O.P.L.E. and the Union sponsored dental plan. The deductions (including fair share deductions) shall be remitted to the Union along with a list of all employees covered by the Agreement, each bargaining unit employee's salary, and the amount deducted from each employee. The remitted deduction sent to the Union shall include the name, address, social security number and amount of deduction for each employee.

The Union shall advise the Employer of any increase in dues, fair share fees, or other approved deductions in writing at least forty-five (45) days prior to its effective date. The Employer shall implement the increase in the first full pay period on or after the effective date.

#### **Section 1.4 "Fair Share":**

1. The Employer shall grant "Fair Share" to the Union in accordance with Sections 6(e)-(g) of the Illinois Public Labor Relations Act. All employees covered by this Agreement will, within thirty (30) days of the Union meeting said condition or within thirty (30) days of their employment by the Employer, either (1) to become members of the Union and pay to the Union regular Union dues and fees or (2) pay to the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours, and other conditions of employment.
2. Such fair share payment by non-members shall be deducted by the Employer from the earnings of the non-member employees and remitted to the Union, provided; however, that the Union shall certify to the Employer the amount constituting said fair share, not exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non-members' proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.
3. Upon receipt of such certification, the Employer shall cooperate with the Union to ascertain the names and addresses of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations.
4. Thirty (30) days prior to any fair share deductions being made, the Union shall post a notice at all offices where non-members are employed providing the following information:
  - a. When fair share deduction will begin;
  - b. The percentage of dues which will be deducted as the fair share;
  - c. An explanation of how the percentage of fair share dues was calculated;
  - d. A statement as to how a non-member may obtain further information about how the fair share percentage was calculated.
  - e. An explanation that objections to the fair share amount may be filed by contacting the Illinois State Local Labor Relations Board, 160 North LaSalle Street, Suite C-400, Chicago, Illinois 60601, 312-793-6400.
5. Objections to the amount of fair share deductions shall be resolved by the Illinois State Local Labor Relations Board according to its rules and regulations. Should the State Local Labor Relations Board be unable to provide a timely hearing, objections shall be heard by a neutral arbitrator jointly selected by the objectors and the Union. The arbitrator's fees and expenses shall be paid by the Union.
6. Upon the Union's receipt of notice of an objection by a non-member to the fair share amount, the Union shall deposit the fees in an escrow account separate from all other



Union funds, said non-member's funds in accordance with applicable law and will provide notice and appeal procedures to employees in accordance with applicable law.

7. If an ultimate decision in any proceeding under state or federal law directs that the amount of fair share should be different than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the Employer to change deductions from the earnings of non-members to said prescribed amount.
8. It is understood that if the Union procedure for handling fair share objectors has been subjected to review by the Illinois State Labor Relations Board and found valid under Federal and State Law, that procedure shall be followed by objecting employees.

#### **Section 1.5 Religious Exemption:**

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their fair share of Union dues, as described in Section 1.4 of this Article, to a non-religious charitable organization mutually agreed upon by the Union and the affected employees as set forth in Section 6(g) of the Illinois Public Labor Relations Act. The employees will be required to furnish written receipt to the Union on a quarterly basis verifying that such payment has been made.

#### **Section 1.6 Indemnification:**

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the Employer for the purpose of complying with any provisions of this Agreement. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

#### **Section 1.7 Bargaining Unit Work:**

1. The Employer will assign bargaining unit work to bargaining unit employees only, except where the Employer finds that it is not otherwise practical to use a unit employee, the Employer may use non-unit employees to do unit work in emergencies, to train or instruct employees, to do layout, demonstration, experimental, or testing duties, to do troubleshooting or where special knowledge is required, or where employees fail to report to work because of vacations, or other absences or tardiness, or for personal reasons during the course of the day, or because all of the employees are or will be occupied with assigned duties, or to complete a rush assignment
2. The use of interns or externs, i.e. students or graduates gaining supervised practical experience, shall not be construed to violate Bargaining Unit Work (paragraph 1), provided that the use of such persons does not significantly impact the amount of work available for bargaining unit employees; and
3. The use of non-bargaining unit employees to perform work in a pilot project of limited duration, for the purpose of determining the long term viability of the work, shall not be construed to violate Bargaining Unit Work (paragraph 1), provided that the use of such persons does not significantly impact the amount of work available for bargaining unit employees.

### **Section 1.8 Welfare to Work Program:**

1. Welfare recipients and participants in welfare to work initiatives will not displace or replace regular employees. For example, if there are ten (10) Clerk III's and five (5) welfare recipients and participants in welfare to work initiatives, and two (2) Clerk III's retire, the Employer will not replace the two (2) regular vacant positions with two (2) additional welfare recipients and participants in welfare to work initiatives raising their number to seven (7). This policy, however, does not require the Employer to fill vacancies which they desire to keep vacant.
2. Bargaining unit work that constitutes the normal duties and responsibilities of regular employees on current payroll will not be removed and reassigned to Welfare recipients and participants in welfare to work initiatives. Welfare recipients and participants in welfare to work initiatives will be assigned work in a manner that will not jeopardize the job classification of the current employees.
3. Welfare recipients and participants in welfare to work initiatives will in no way interfere with the contractual procedures for filling vacancies. The contractual procedures will be used for filling bargaining unit vacancies.
4. The Union will be notified when the Employer determines to use Welfare recipients and participants in welfare to work initiatives.

## **ARTICLE II** **EMPLOYER AUTHORITY**

### **Section 2.1 Employer Rights:**

The Employer, on its own behalf and on behalf of its electors, hereby retains and reserves unto itself without limitation all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Illinois and of the United States, any resolution passed by County elected officials, and any rules and regulations of the Court. The Union recognizes that the Employer has the full authority and responsibility for directing its operations and determining policy. Further, all rights which ordinarily vest in and are exercised by employers are reserved to and remain vested in the Employer, including but without limiting the generality of the foregoing the right (a) to manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, equipment to be used, and the discontinuance of any services, material, or equipment, and to institute technological changes and where practicable to train existing employees on new equipment; and, to decide on materials, supplies, and equipment to be purchased; (c) to determine the number, location and type of facilities and installations; (d) to determine the size of the workforce and increase or decrease its size; (e) to hire, assign and lay off employees, to reduce the work week or the work day; (f) to direct the work force, assign work and determine the number of employees assigned to operations; (g) to establish, change, combine or discontinue job classifications, and to establish wage rates for any new or changed classifications; (h) to establish and/or revise performance standards or norms; (i) to determine lunch and rest periods,

the starting and quitting time and the number of hours to be worked; (j) to establish work schedules; (k) to adopt, revise and enforce work rules and general requirements and to carry out cost and general improvement programs; (l) to transfer, promote and demote employees from one classification or department to another; (m) to select employees for promotion or transfer to other positions, and to determine the qualifications and competency of employees to perform available work, except as amended, changed or modified by this Agreement.

**Section 2.2 Employer Obligation:**

The Union recognizes that this Agreement does not empower the Employer to do anything that it is prohibited from doing by law.

**Section 2.3 Employee Obligation:**

Employees shall conduct themselves in accordance with the Rules of Professional Conduct and/or Code of Conduct referenced in the Employer's policy and procedure manual, which are established to promote the integrity of the Department and the judiciary.

**ARTICLE III**  
**HOURS OF WORK**

**Section 3.1 Regular Work Periods:**

The regular work day for a full-time employee shall be eight (8) hours each day, to equal forty (40) hours in a work week. The work week will generally run Monday through Friday.

Department of Revenue: The workweek shall begin 12:00 a.m. Sunday and end at 11:59 p.m. the following Saturday. The Employer agrees to provide employees with at least fifteen (15) days-notice prior to any changes in schedule except in the case of an anticipated operational need.

**Section 3.2 Flextime:**

Requests by employees for flextime schedules shall be granted where practicable to do so. The scheduling of flextime shall be by mutual arrangement between the employee and his/her supervisor.

**Section 3.3 Chief Judge – Constitutional Authority:**

This Agreement recognizes that the Chief Judge is empowered by the Constitution of the State of Illinois to set the times and places of holding court and to order extended court hours when necessary. It is understood that employees will comply with any such order.

**Section 3.4 Lunch/Break Periods:**

Each day a lunch period is allotted as currently practiced by each department to meet operational needs. It is assumed that an employee takes his/her lunch period each day.

Employees are entitled to two (2) non-consecutive fifteen (15) minute breaks as scheduled by the department. Except where agreed to otherwise within the Public Defender's Office, break periods cannot be combined with the lunch period.

### **Section 3.5 Compensatory Time:**

- A. Accrual: It is expected that all assignments can be accomplished during an employee's regularly scheduled work day. However, when operational needs require overtime work, such overtime is subject to the prior approval of the employee's supervisor. Employees shall be eligible to earn compensatory time at a rate of one and one half (1½) hours for every hour worked in excess of forty (40) hours in a work week.

Employees shall be eligible to earn compensatory time at a rate of one (1) hour for every hour worked between thirty five (35) and forty (40) hours in a work week.

Employees shall be eligible to earn compensatory time at a rate of one and one half (1½) hours for every hour worked on Saturdays, Sundays and holidays unless said hours are employee's regularly scheduled work hours.

- B. Involuntary overtime: When operational needs require, involuntary overtime assignments will be made if Employer is unable to assign overtime work on a voluntary basis. Involuntary assignments will be made within the department on the basis of reverse seniority. Employees receiving involuntary overtime assignments will be eligible for compensatory time in accordance with provisions A and C of this Section.

- C. Use: Requests for use of compensatory time must be made as follows:

It is understood that circumstances may arise in which an employee is unable to meet the request time requirement. In the Employer's sole discretion in these situations, employees may be allowed use of compensatory time. Such approval will not be unreasonably withheld.

#### **Amount of Compensatory Time**

#### **Request Period**

(Calendar Days)

One day or less

2 to 3 days

more than 3 days

1 day

5 days

10 days

### **Section 3.6 Compensatory Time Alternative:**

Upon prior approval of the supervisor, an employee who performs overtime work may begin another workday later, or leave another workday earlier, to reflect an equal amount of time off as the overtime worked. Scheduling of this change in hours must be approved by the supervisor.

### **Section 3.7 Docking Provision:**

All regular, full time employees must account for the required number of hours in each workweek in order to receive the full salary and commensurate benefits. The accounting of the regular hours may be in the form of actual time worked and approved leave time, i.e., holidays and use of accrued vacation, personal, sick and compensatory time.

Time not worked due to late arrival, extended lunch break, or early departure will not count toward the required hours of the workweek. Unless the time not worked during the approved work hours is recovered through supervisor approved additional work generally in the same workweek, the employee will be docked for the time not worked.

The recovery of the lost time described above and the docking for hours not worked are not in lieu of the discipline process which will ensue when the work hour's policy is not followed.

## **ARTICLE IV** **SENIORITY**

### **Section 4.1 Probationary Periods:**

After the date of this Agreement, the probationary period for a new employee, or an employee hired after a break in continuous service, shall be six (6) months after completion of initial training. The probationary period may be extended for six (6) months following the initial probationary period. A probationary employee shall have no seniority and may be terminated at any time during the probationary period for any lawful reason, and shall have no recall rights or recourse to the grievance procedure with respect to any such discipline or discharge. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of most recent hire.

### **Section 4.2 Definition of Seniority:**

For full -time employees, seniority is an employee's length of most recent continuous employment in the Public Defender's Office or Department of Revenue since his/her last hiring date less any time off for a period exceeding thirty (30) calendar days.

For part-time employees, seniority is an employee's pro-rated length of most recent continuous employment in the Public Defender's Office or Department of Revenue since his/her last hiring date less anytime off for a period exceeding thirty (30) calendar days.

For the purposes of layoff, ties in seniority shall be broken by using the employee's Cook County I.D. number.

### **Section 4.3 Seniority List:**

On January 1<sup>st</sup> and July 1<sup>st</sup> of each year, the Employer will furnish the Union a list showing the name, phone number, address, classification and seniority date of each employee. The Public Defender shall post a similar list without employee addresses. The seniority list shall be posted in such reasonable locations as mutually agreed upon between the Employer and the Union. Within thirty (30) calendar days after the date of posting, an employee must notify the Public Defender/Designee of any error in his/her seniority date as it appears on that list or the information so furnished will be considered correct and binding on the employee and the Union until a subsequent list is furnished by the Public Defender as provided herein provided that no changes in the hiring dates furnished in the original list will be permitted.

#### **Section 4.4 Termination of Seniority:**

- A. An employee's seniority and employment relationship with the Employer shall terminate upon the occurrence of one (1) of the following:
1. Resignation or retirement; or
  2. Discharge for just cause.
- B. Termination is immediate and implied upon the occurrence of one of the following:
1. Absence for three (3) consecutive work days without notification to the department head or a designee during such period of the reason for the absence, unless the employee has an explanation acceptable to the Employer for not furnishing such notification;
  2. Failure to report to work at the termination of leave of absence or vacation, unless the employee has an explanation acceptable to the Employer for such failure to report for work;
  3. Absence from work because of layoff or any other reason for twenty-four (24) months, for any employee with less than seven (7) years of service or for thirty-six (36) months for any employee with seven (7) or more years of service except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;
  4. Failure to report for work upon recall from layoff within ten (10) work days after notice to report for work is sent by registered or certified mail or by telegram, to the Employee's last address on file with the Personnel Department of the Employer;
  5. Engaging in gainful employment while on an authorized leave of absence.

### **ARTICLE V** **HOLIDAYS**

#### **Section 5.1 Regular Holidays:**

The following are regular holidays:

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Presidents' Day  
Pulaski Day  
Memorial Day

Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

It is the intent of the Employer that all salaried employees be granted thirteen (13) holidays, or equivalent paid days off per year. Should a certain holiday fall on Saturday, the preceding Friday shall be set as the holiday; should a certain holiday fall on a Sunday, the following Monday shall be set as the holiday.

In addition to the above, any other week day or part of a week day shall be considered a holiday when so designated by the Employer.

**Floating Holiday:**

- (a) In addition to the holidays listed, an employee shall be credited with one (1) floating holiday on December 1<sup>st</sup> of each year, which must be used by the employee between December 1<sup>st</sup> and November 30<sup>th</sup>. The floating holiday may not be carried over into the next fiscal year by the employee except as provided below. The floating holiday will be scheduled in accordance with the procedures for vacation selection. Use of the floating holiday is restricted to a full day increment. Such request shall not be unreasonably denied. If the floating holiday is not used prior to the end of the fiscal year (November 30<sup>th</sup>), the employee shall be compensated in cash (at the applicable rate) or compensatory time, in accordance with current practice provided that the employee has submitted at least three (3) requests for such floating holiday by September 1<sup>st</sup> and the employer failed to grant one (1) of the three (3) days requested.
- (b) If an employee is required to work on an approved floating holiday, the employee shall receive one and one-half (1½) times the employee's regular hourly rate for the hours actually worked plus either: 1) eight (8) hours pay, including shift premium, if applicable, at the same hourly rate or; 2) eight (8) hours compensatory time. The form of compensation (cash or compensatory time), and the usage of such time, shall be in accordance with current practice of the Employer in effect on the date of this Agreement.

**Section 5.2 Holiday in Vacations:**

If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall be granted an additional day of vacation.

**Section 5.3 Work on a Holiday:**

Assignments to work on a holiday shall be rotated equally among all members of the job classification of the department who would normally be assigned to such work.

## **ARTICLE VI** **VACATIONS**

### **Section 6.1 Vacation Leave:**

- A. All bargaining unit employees, who have completed one (1) year of service with Employer, including service mentioned in paragraph E of this Section, shall be granted vacation leave with pay for periods as follows:

All bargaining unit employees, who have completed one (1) year of service with the Employer, including service mentioned in paragraph E of this Section, shall be granted vacation leave with pay for periods as follows:

<b><u>Anniversary of Employment</u></b>	<b><u>Days of Vacation</u></b>	<b><u>Maximum Accumulation</u></b>
1st thru 6th	10 working days	20 working days
7th thru 14th	15 working days	30 working days
15th thru ---	20 working days	40 working days

- B. Computation of vacation leave shall begin at the initial day of employment at 0.3847 days per pay period, with the rate of accrual increasing thereafter on the sixth (6th) anniversary to 0.5770 days per pay period and on the fourteenth (14th) anniversary to 0.7693 per pay period. Employees must be in a pay status for a minimum of five (5) days in a bi-weekly pay period to accrue time in that period.
- C. All individuals employed on a part-time work schedule of twenty (20) hours per week or more shall be granted vacation leave with pay proportionate to the time worked per pay period.
- D. Employees may use only such vacation leave as has been earned and accrued.
- E. Any employee who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan Sanitary District of Greater Chicago and/or the Chicago Board of Education shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the County for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service, and shall result in the loss of all prior service credit. Credit for such prior service shall be established by filing, in the office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.
- F. In the event an employee has not taken vacation leave as provided by reason of separation from service, the employee, or in the event of death, the employee's spouse or



estate, shall be entitled to receive the employee's prevailing salary for such unused vacation periods.

- G. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.
- H. Any employee who is a reemployed veteran shall be entitled to be credited with working time for each of the years absent due to military service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment, shall be the same as if employment had continued without interruption by military Service.
- I. Holidays recognized by the Employer are not to be counted as part of a vacation.

#### **Section 6.2 Vacation Preference and Scheduling:**

- A. Subject to operational needs, vacations will be granted to meet the requests of employees. Vacation periods shall be allotted among employees on a first requested, first granted basis. Where two (2) or more employees in the same department performing the same job request vacation on the same day for the same calendar period and all the employees cannot be released at the same time, then the vacation requests shall be granted in order of the employees' seniority.
- B. Requests for vacation time shall be made in the following manner:

#### **Amount of Vacation Time Request Period** (Work Days)

1 day or fewer	1 day
2 to 3 days	5 days
more than 3 days	10 days

All requests must be made on the appropriate department form and submitted to the supervisor for consideration.

It is understood that circumstances may arise in which an employee is unable to meet the request time requirement. In the sole discretion of the Employee's supervisor in these situations, employees may be allowed use of vacation leave. Such approval will not be unreasonably withheld.

- J. Emergency Vacation - Vacation time may be used as emergency sick time if it can be demonstrated to management that a satisfactory reason exists for said employee having exhausted his/her sick time. Such reasons are limited to recent return from parental leave; recent return from an extended illness; and recent return from caring for an immediate family member with an extended illness. Documentation from a physician may be required. In most instances, recent return shall be defined as sixty (60) calendar days.

**ARTICLE VII**  
**WELFARE BENEFITS**

**Section 7.1 Hospitalization Insurance; Employee Contributions:**

The County agrees to maintain the level of employee and dependent health benefits in accordance with Appendix C as amended below:

A.

Item	Effective 12/1/15
Classic Blue	Eliminate
HMO OOP Maximum	\$1,600/\$3,200
HMO Accident/Illness	\$15
HMO Urgent Care	\$15
HMO Specialists	\$20
HMO ER	\$75
PPO Deductible	\$350/\$700
PPO OOP Maximum	\$1,600/\$3,200
PPO Accident/Illness	90% after \$25
PPO Specialist	90% after \$35
PPO ER	\$75
RX	\$10/\$25/\$40
Generic Step Therapy	Implement
Mandatory Maintenance Choice	Implement
Healthcare Contributions	Additional 1 percent of salary increase (.50 percent increase on 12/1/15 and .50 percent increase on 12/1/16)

- B. Employees who have elected to enroll in the County's PPO health benefits plan shall contribute, in aggregate, by offset against wages, the amount of their base salary set forth in Appendix C as a contribution towards premiums. Employees who have elected to enroll in the County's HMO health benefits plan shall contribute in aggregate, by offset against wages, the amount of their base salary set forth in Appendix C as a contribution towards premiums. All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with AFSCME Council 31. All employee contributions for Health Insurance shall be made on a pre-tax basis.

In the event that the County agrees to or acquiesces in more favorable treatment to any individual or group covered by the County health benefits insurance, with respect to the health benefit plan, employee contribution levels, cost of living increases scheduled to go into effect on June 1, 1994, and January 1, 1995, AFSCME Council 31 members shall receive the more favorable treatment as well.

- C. The Employer will provide a mail order prescription Program as set forth in Appendix C.
- D. Domestic partners of the same sex shall be eligible for the County's health, dental, and vision benefits in accordance with the Cook County resolution regarding Employee Domestic Partnership Benefits.
- E. Children shall be eligible for health insurance benefits in accordance with applicable federal and state law.
- F. Section Generic Step Therapy and Mandatory Maintenance

1. Generic Step Therapy Program:

Generic Step Therapy Program will be included in the County's prescription drug program. Where therapeutically appropriate, Generic Step Therapy will require employees to use up to two therapeutic generic alternatives in certain drug classes before the brand will be covered. Generic Step Therapy will apply only to a new prescription fill of targeted brand. Upon introduction of any new drug or drug class to the established step therapy program, the program requirements will only apply to new prescriptions fills as well. Employees whose physicians supply medical evidence explaining why a generic alternative is not appropriate, which after review is approved by the Pharmacy Benefit Manager (PBM), shall be exempt from the generic step therapy requirement.

Prior to implementation and upon request, a three month courtesy grace period can be provided to individual members for existing prescriptions.

2. Mandatory Maintenance Choice:

After two 30-day fills of a maintenance medication obtained at a retail pharmacy, maintenance medication must be refilled in a 90-day supply through mail order or specified retail pharmacies. Maintenance medical is a prescription drug taken continuously to manage chronic or long-term conditions as determined by the plan. The maintenance medication list is maintained by the Pharmacy Benefits Manager (PBM).

#### **Section 7.2 Sick Leave:**

- A. All employees, other than seasonal employees, shall be granted sick leave with pay at the rate of 0.4616 per pay period, in which an employee is in a pay status for a minimum of five (5) days in a bi-weekly pay period. Accrued sick leave will carry over if employees change offices or Departments within the County as long as there is no break in service longer than thirty (30) days.
- B. Sick leave may be accumulated to equal, but at no time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days per year. Records of sick leave credit and use shall be maintained by each office, department, or institution. Severance of employment terminates all rights for the compensation hereunder. Amount of leave accumulated at the time when any sick leave begins shall be available in full, and additional leave shall continue to accrue while an employee is using that already accumulated.
- C. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury, in the immediate family of the employee. After five (5) consecutive work days of absence due to illness, employees shall submit to their department head a doctor's certificate as proof of illness. For health related absences of less than five (5) consecutive days, a doctor's statement or proof of illness will not be required except in individual instances where the Employer has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence, examination by the Employer's physician may be required to make sure that the employee is physically fit for return to work. Accordingly, sick leave shall not be used as additional vacation leave. Sick leave may be used as maternity or paternity leave by employees.
- D. An employee who has been off duty for five (5) consecutive days or more for any health reason may be required to undergo examination by the Employer's physician before returning to work.

- E. If, in the opinion of the Employer, the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days.
- F. The employee may apply for disability under the rules and regulations established by the Retirement Board.

**Section 7.3 Pension Plan:**

Pension benefits for employees covered by this Agreement shall be as mandated fewer than 40 ILCS 5/9.

**Section 7.4 Disability Benefits:**

Employees incurring any occupational illness or injury will be covered by Worker's Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid Total Temporary Disability Benefits pursuant to the Worker's Compensation Act. Duty Disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan. Duty disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy-five percent (75%) of the employee's salary at the time of injury, and begin the day after the date the salary stops. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day of the following disability, fifty percent (50%) of salary, less an amount equal to the sum deducted for all annuity purposes. The first thirty (30) consecutive days of ordinary disability are compensated for only by the use of any accumulated sick pay and/or vacation pay credits unless the employee and the Employer otherwise agree. The employee will not be required to use sick time and/or vacation time for any day of duty or ordinary disability. All of the provisions of this Section are subject to change in conjunction with changes in State laws.

**Section 7.5 Life Insurance:**

All employees shall be provided with life insurance in an amount equal to the employee's annual salary (rounded to the next one thousand dollars (\$1,000)), at no cost to the employee, with the option to purchase additional insurance up to a maximum of the employee's annual salary. No life insurance shall be offered through the County's HMO plans.

**Section 7.6 Dental Plan:**

All employees shall be eligible to participate, at no cost to them, in the dental plan in accordance with Appendix C. No dental coverage shall be offered through the County's HMO plans.

**Section 7.7 Vision Plan:**

All employees shall be eligible to participate at no cost to them, in the vision plan in accordance with Appendix C. No vision coverage shall be offered through the County's HMO plans.

**Section 7.8 Hospitalization - New Hires:**

All new employees covered by this Agreement shall be required to enroll in the County HMO plan of their choosing, such enrollment to be effective from the date of hire through the expiration of the first full health plan year following such date of hire.

**Section 7.9 Flexible Benefits Plan:**

All employees shall be eligible to participate, at no cost to them, in a flexible benefits plan to be established by the County. Such plan shall include segregated IRS accounts for child care and medical expenses.

**Section 7.10 Union and County Meetings Respecting Health Care:**

For the purpose of maintaining communications between labor and management in order to cooperatively discuss issues respecting health care coverage for all County employees, each Local Union, the County and members of bargaining units not covered by this Agreement shall meet quarterly through designated representatives. Each Local Union shall designate not more than one (1) representative to the Health Care/Management Committee. The County, through its Office of Risk Management shall prepare and submit an agenda to the other parties at least one (1) week prior to the scheduled meeting, which agenda shall address, among other things, issues raised by each Local Union to the Office of Risk Management. The date and location for such meetings shall be established by the Office of Risk Management, taking into account the scheduling concerns of all County bargaining units.

**Section 7.11 Insurance Coverage:**

Employees on layoff status shall retain health and dental insurance coverage for a period of four (4) months following the month in which the effective date of the layoff occurs with the Employer paying the full premium, single or family plan as appropriate.

**Section 7.12 Insurance Opt Out:**

Effective the first full pay period after December 1<sup>st</sup> of each fiscal year, the Employer agrees to pay eight hundred dollars (\$800.00) per year to eligible employees who opt out of the Employer's health benefit program. Prior to opting out of such program, the employee must demonstrate to the Employer's satisfaction that he/she has alternative healthcare coverage. Any employee electing to opt out of the Employer's health benefit program may request that in lieu of a payment to the employee, this amount be credited to a medical flexible spending account. Eligible employees and their eligible dependents who lose their alternative healthcare coverage shall, upon written request, immediately be enrolled in or be reinstated to the Employer's health benefit program with no exclusions or penalties based upon pre-existing conditions. When such employees are reinstated they shall no longer be entitled to any benefits of the opt out program.

**Section 7.13 Personal Support Program (PSP):**

In addition to the County's Employee Assistance Program, coverage will begin for all AFSCME bargaining unit members and their dependents under the AFSCME Personal Support Program (PSP). Effective approval of this agreement by the Cook County Board of Commissioners, the Employer agrees to pay thirty-four dollars (\$34.00) per year, per AFSCME bargaining unit member to the AFSCME Benefit Plan and Trust to fund the PSP. Effective December 1, 2011, the Employer agrees to pay thirty-five dollars (\$35.00) per year, per AFSCME bargaining unit member to the AFSCME Benefit Plan and Trust to fund the PSP.

The Union and Cook County share a mutual interest in improving bargaining unit member's knowledge of available employee services. The parties therefore agree to work together to increase awareness by both bargaining unit members and supervisory employees of the opportunities for assistance offered by the PSP.

When making a supervisory referral to an employee assistance program, supervisors shall inform employees that AFSCME's PSP is an acceptable option.

## **ARTICLE VIII** **ADDITIONAL BENEFITS**

### **Section 8.1 Bereavement Leave:**

In the event of death in the immediate family or household, an employee will be granted as an excused absence such time as reasonably may be needed in connection therewith. For purposes of this Section, an employee's immediate family includes mother, father, husband/wife, child (including step children and foster children), brothers/sisters, grandchildren/grandparents, spouse's parents or such persons who have reared the employee. Any of the days between the date of death and date of burial (both inclusive), plus any necessary travel time, on which the employee would have worked except for such death and on which he/she is excused from his/her regularly scheduled employment, shall be paid for at the regular straight-time hourly rate (including any applicable shift premium), provided, however, that such payment shall not exceed three (3) normal days' pay. Where death occurs and the funeral is to be held outside a one-hundred and fifty (150) mile radius from the Cook County Building, 118 North Clark Street, Chicago, Illinois, the employee shall be entitled to a maximum of five (5) normal days' pay.

To qualify for pay as provided herein, the employee must present satisfactory proof of death, relationship to the deceased and attendance at the funeral. Any additional time needed in the event of bereavement may be taken as emergency vacation. If an employee's vacation is interrupted by a death in the immediate family, bereavement pay as described herein shall be allowed, and such days will not be counted as vacation.

### **Section 8.2 Personal Days:**

All employees, except those in per diem status, shall be permitted four (4) days off with pay each fiscal year. Employees shall accrue personal days at the rate of 0.1539 days per pay period. Employees may be permitted these four (4) days off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half (½) day at a time. If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal days, sick leave, and vacation leave.

Personal days may be used consecutively or in conjunction with other benefit days as approved by the supervisor. Request for use of consecutive personal days or combining personal days with other benefit days, excluding sick days, shall be made in accordance with the Vacation Preference and Scheduling section of this agreement. Additionally, two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back at the rate of future accrual.

**Section 8.3 First Personal Day:**

The first personal day accrued each year may be banked for use in one quarter (¼) day increments at future times during the year.

**Section 8.4 School Conference and Activity Leave:**

The Employer must grant an employee leave of up to a total of eight (8) hours during any school year in increments of no less than one (1) hour, no more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child in accordance with the School Visitation Rights Act, 820 ILCS 147/1 et seq..

**Section 8.5 Printing of Contracts**

The Union will have this agreement printed in booklet form. Employees shall receive a copy of the printed agreement. The Union shall receive a reasonable number of extra copies. The Employer shall pay half the Union's cost of printing.

If the Employer does not reimburse the Union within sixty (60) days of its receipt of the bill, the Employer will be liable for cost of printing.

**ARTICLE IX**  
**LEAVES OF ABSENCE**

**Section 9.1 Use of Benefit Time:**

Except where required by law, employees shall not be required to use accumulated time prior to going on unpaid leave.

**Section 9.2 Regular Leave:**

An employee may be granted a leave of absence without pay by the Public Defender. Such leave shall be intended to take care of emergency situations and shall be limited to one (1) month for every full year of continuous employment by the County, not to exceed one (1) year, except for military service.

An employee desiring a leave of absence shall make written application to his/her immediate supervisor, who will then refer the application to the Public Defender for approval. The application shall include the purpose for the leave of absence and the dates for which the leave is requested. An employee granted a leave of absence shall be eligible, when such leave expires, to receive the salary and the same or comparable position at the time the leave was granted.

**Section 9.3 Family Responsibility Leave:**

Employees, except those who have applied for and been granted paid Parental Leave, shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post-partum child care, and adoption with regard to an employee or an employee's domestic partner or civil union partner. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Department Head. In addition, an employee who has at least two (2) years of service and has a need to be absent from work to meet family responsibilities arising from the employee's role in his/her family or household may, upon request and for good cause shown, be granted a leave of absence for a period not to exceed a total of six (6) months (increasing up to



one (1) year for those employees who have accrued personal leave entitling them to more time under current County policy) without pay. Eligible employees are entitled to up to twelve (12) work week's unpaid leave for Family and Medical purposes pursuant to the Cook County Family and Medical Leave Policy. Insurance coverage shall be maintained only in accordance with the Family Medical Leave Act ("FMLA"), i.e., up to twelve (12) weeks and meeting FMLA standards.

#### **Section 9.4 Parental Leave:**

All full-time Employees shall be eligible for paid time off as a result of the birth or adoption of a child ("Parental Leave") under the following conditions. To be eligible for Parental Leave, an employee must apply for and be determined to be eligible for FMLA (Family and Medical Leave Act) leave. If an employee has FMLA coverage at the time he or she requests Parental Leave, and has utilized some or all of the allotted 480 hours of FMLA coverage, the employee will nevertheless be entitled to Parental Leave pursuant to all other provisions of this section and provided that the employee submits an FMLA certification form to support the request for Parental Leave.

Eligible employees are entitled to receive the following Parental Leave:

- Up to four (4) weeks of Parental Leave to a birth mother to recover from a non-surgical delivery; or
- Up to six (6) weeks of Parental Leave to a birth mother to recover from a surgical delivery; or
- Up to two (2) weeks of Parental Leave for the birth of a child or children to a spouse or domestic partner or civil union partner; or
- Up to two (2) weeks of Parental Leave for the adoption of a child or children by the employee or the employee's spouse or domestic partner or civil union partner.

Parental Leave shall be administered in conjunction with the Family & Medical Leave Act and may be combined with other accrued paid time off such as vacation, personal, and or sick time to achieve the maximum amount of paid time off while taking FMLA leave. However, employees cannot use Parental Leave prior to the date of birth/adoption and must use Parental Leave in a continuous block of time beginning on the day of birth or adoption. An employee who qualifies for Parental Leave may be entitled to additional time off pursuant to the FMLA. Health insurance benefits for an employee receiving Parental Leave shall be maintained and administered under the same conditions as for an employee covered by FMLA.

Parental Leave shall be considered an alternative to Maternity or Paternity Leave under Section 10.4, and an employee who chooses Parental Leave will not be eligible for additional Maternity or Paternity Leave.

#### **Section 9.5 Educational Leave:**

Upon request, a leave of absence for a period not to exceed one (1) year may be granted to a full-time employee with at least two (2) years of service, if operational needs allow, in order that the employee may attend a recognized college, university, trade or technical school, or high school,

provided that the course of instruction is logically related to the employee's employment opportunities with the Employer. Such leave shall not be arbitrarily or capriciously denied. Such leave may be extended for good cause and in accordance with the operational needs of the Employer.

**Section 9.6 Seniority on Leave:**

An employee on an approved unpaid leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's Pension Plan). Nor shall such period count toward an employee's entitlement to automatic progression in wage scale based on length of service. Employees shall, however, receive retroactive increases for all time in which they were in pay status. An employee returning from a leave of absence under Section 9.2 of this Article will be entitled to return to the same or comparable position held prior to commencement of such leave, if the employee has sufficient seniority.

Employees must complete and submit the designated appropriate form for approval of personal day use to their supervisor no less than two (2) working days prior to use, unless an emergency situation arises which prevents such request. Severance of employment shall terminate all rights to accrued personal days.

**Section 9.7 Retention of Benefits:**

An employee will not earn sick pay or vacation credits while on a leave of absence. An employee on a leave of absence except for maternity or paternity leave will be required to pay the cost of the insurance benefits provided in Article VIII in order to keep these benefits in full force and effect during the period of leave. Arrangements for payment of such costs through normal deductions or otherwise must be made with the Employer's Payroll Office prior to departure on the leave. For the failure to make such arrangements the Employer may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

**Section 9.8 Union Leave:**

A leave of absence not to exceed one (1) year without pay will be granted to an employee who is elected, delegated or appointed to participate in duly authorized business of the Union which requires absence from the job. Such leave may be extended by mutual agreement. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend State and National conferences and conventions of the Union, not to exceed ten (10) work days for all employees. Sick pay, vacation and insurance benefits will be provided as set forth in Section 9.3 of this Article provided that it will not seriously affect the performance of the office.

Elected delegates will be permitted to attend a national and/or State AFSCME convention once every year without loss in pay for the time spent in route to and from, and attending the convention, up to two (2) days for national and/or state conventions.

Convention delegates as per the following per local:

Less than 100 - 1

Less than 200 - 2

Less than 300 - 3

Less than 400 - 4

One (1) per additional thousand or fraction thereof.

**Section 9.9 Military Leave:**

An eligible employee who requires leave from employment for purposes of military service shall be entitled to compensation, benefits, restoration rights, and other guarantees provided by applicable federal or state statute or Cook County Ordinance or Resolution. An employee who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States shall be entitled to leave of absence with full pay for limited service in field training, cruises, and kindred recurring obligations. Such leave will normally be limited to eleven (11) working days in each year.

**Section 9.10 Veterans Conventions:**

Any employee who is a delegate or alternate delegate to a National or State convention of a recognized veterans' organization may request a leave of absence for the purpose of attending said convention, providing, however, that any employee requesting a leave of absence with pay must meet the following conditions:

1. The employee must be a delegate or alternate delegate to the convention as established in the by-laws of the organization.
2. They must register with the credentials committee at the convention headquarters.
3. Their name must appear on the official delegate alternate rolls that are filed at the State headquarters of their organization at the close of the convention.
4. They must have attended no other convention, with a leave of absence with pay, during the fiscal year.
5. The employee must produce, upon returning from the convention, a registration card signed by a proper official of the convention, indicating attendance.

**Section 9.11 Jury Duty:**

Approval will be granted for leave with pay, for any jury duty imposed on any officer or employee of the Public Defender. However, any compensation must therefore be turned over to the Comptroller of Cook County by said officer or employee.

**Section 9.12 Election Day:**

An employee who is a registered voter will receive two (2) hours time off (without pay) during his regular work day so that he/she may vote in any general election. An employee desiring such time off shall notify his/her supervisor at least two (2) work days prior to Election Day. The employee's supervisor will arrange the exact hours of intended absence according to operational needs.

**Section 9.13 Approval of Leave:**

No request for a leave, as defined in Section 9.2 and 9.4 of this Article will be considered unless approved by the Public Defender and such approval shall not be granted, if in Employer's judgment, such absence from duty at the particular time requested would interfere with the conduct of business.

**Section 9.14 Change of Anniversary Date:**

Absence from County service on leave of any kind without pay for periods in excess of thirty (30) calendar days, all suspensions, time after layoffs for more than thirty (30) calendar days by employees with less than one (1) year's seniority, all absences without leave shall be deducted in computing total continuous service and will effect a change in the anniversary date.

**ARTICLE X**  
**DISCIPLINE PROCEDURES**

**Section 10.1 Use of Discipline:**

The Employer has the right to discipline employees. The Employer may only impose the types of discipline listed in Section 10.2 of this Article. Although discipline shall normally be progressive and corrective, the Employer need not apply these types of discipline in sequence, but rather base the type of discipline to fit the severity of the offense and/or infraction involved. The Employer may only discipline an employee for just cause.

**Section 10.2 Types of Discipline:**

- A. The Employer may only impose the following types of discipline:
  - 1. Verbal Reprimand
  - 2. Written Reprimand
  - 3. Suspension
  - 4. Discharge
- B. An employee shall not be demoted for disciplinary reasons.
- C. Discipline shall be imposed in a timely manner.

**Section 10.3 Investigatory Meeting:**

The Employer shall notify the Union as well as the Employee of such meeting and the reason for the meeting.

The Employer may, but is not required to, conduct an investigatory meeting with the employee who is the subject of the investigation. If an investigatory meeting is conducted, any employee who is the subject of the investigation or reasonably believes that he/she may receive disciplinary action as a result of such meeting shall be entitled to Union representation upon request.

The Employer shall inform the employee of the right to Union representation prior to any meeting with the employee at which discipline is to be imposed. The employee shall be given an opportunity, if so desired, to notify the Union of said meeting.

#### **Section 10.4 Predisciplinary Meeting:**

- A. **Purpose:** Prior to the imposition of suspension or discharge, the Public Defender/Designee shall convene a pre-disciplinary meeting. The Department head/designee shall meet with the employee to discuss the circumstances giving rise to the contemplated discipline. The Public Defender, after presenting all known evidence and reasons for disciplinary action, will afford the employee an opportunity to rebut any evidence or charges against him/her.
- B. **Representation:** The employee is entitled to have a Union representative present at the pre-disciplinary meeting if the employee so requests. If the employee does not request Union representation, a Union representative shall nevertheless be allowed to be present as a non-active participant.
- C. **Extensions:** Reasonable requests for extensions of time for rebuttal purposes may be allowed by the Public Defender/Designee.
- D. **Notices:** The Public Defender/Designee will notify the employee of the date of the Pre-Disciplinary meeting. Not less than two (2) working days prior to the meeting date, the Public Defender/Designee will provide the employee and the Union with the date, time and location of the meeting, the reason(s) for the contemplated disciplinary action, and the names of relevant witnesses and copies of pertinent documents.

#### **Section 10.5 Verbal and Written Reprimands:**

In cases of verbal and written reprimands, the Public Defender/Designee must inform the employee that he/she is receiving a verbal or written reprimand and provide the employee with the reasons for such discipline. An employee shall have the right to Union representation at the issuance of written reprimand. The employee shall be given the names of witnesses and copies of pertinent documents. A copy of the verbal or the written reprimand itself shall be placed in the employee's personnel file and shall only be removed in accordance with Section 10.7 of this Article.

#### **Section 10.6 Notification of Disciplinary Action:**

In the event that disciplinary action is imposed, the Employer shall promptly furnish the employee and the Union a clear and concise statement describing the discipline and the reasons for such discipline. Once discipline is imposed it shall not be increased.

#### **Section 10.7 Removal of Discipline:**

Verbal reprimands will be purged from an employee's records if the employee is free from the same or similar offense for twelve (12) consecutive months.

Written reprimands will be purged from an employee's record if the employee is free from the same or similar offense for eighteen (18) consecutive months. Although suspensions shall not be expunged from an employee's record despite the passage of time, the time which has elapsed since such discipline was imposed as well as any subsequent discipline will be taken into consideration in determining the current level of discipline to be administered.

### **Section 10.8 Temporary Suspension:**

When the Employer believes that the presence of an employee is dangerous or may result in the disruption of operations or when the employee's alleged actions may result in a violation of the Rules of Professional Conduct and/or Code of Conduct referenced in the Employer's policy and procedure manual, which are established to promote the integrity of the department and the judiciary, and/or criminal charges are filed and pending against an employee, that employee may be placed on temporary suspension. Temporary suspension shall only last up to forty-five (45) calendar days for actions not involving criminal charges. Where criminal charges are pending against the employee, temporary suspension will last until resolution of the criminal charges or for the period of time in which the Employer conducts a reasonable investigation and determination of the matter.

The first fourteen (14) calendar days of temporary suspension shall be without pay. An employee may use accrued vacation, personal and compensatory time after the first fourteen (14) days of temporary suspension has elapsed.

If no disciplinary action is issued by the Employer, the employee shall be reinstated, reimbursed for lost salary and accrued leave and the record of the temporary suspension shall be removed from the personnel file. If the length of the temporary suspension exceeds the disciplinary action given, the employee shall be reimbursed for the difference in salary and accrued leave.

If the employee is placed on temporary suspension exceeding forty five (45) days, that employee may file a grievance for the sole purpose of determining whether continued temporary suspension is reasonable.

Resolution of this grievance shall not waive an employee's right to grieve any discipline ultimately issued.

## **ARTICLE XI** **GRIEVANCE PROCEDURES**

### **Section 11.1 Definition:**

A grievance is a difference between an employee or the Union and the Employer with respect to the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement, the Employer's rules and regulations or disciplinary action. The Union will send copies of grievances appealed or submitted at Steps Two (2) and Three (3) to the Public Defender or her designee.

All grievances shall be in writing and contain a statement of the facts, the provision(s) of the agreement which the Employer is alleged to have violated, and the relief requested. Failure to provide all of the above shall not be grounds for denial of the grievance.

A dispute between an employee (and his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in this Agreement. Employees shall continue to be afforded an opportunity to present appeals of such insurance disputes to the

County in person, and may have union representation at such proceedings. The County will endeavor to resolve such disputes with the processor of claims.

A grievance is a difference between an employee or the Union and the Employer with respect to the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement, the Employer's rules and regulations or disciplinary action. The Union will send copies of grievances appealed or submitted at Steps One (1) through Three (3) to the respective Department Head or their Designee.

All grievances shall be in writing and contain a statement of the facts, the provision(s) of the agreement which the Employer is alleged to have violated, and the relief requested. Failure to provide all of the above shall not be grounds for denial of the grievance.

A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in this Agreement. Employees shall continue to be afforded an opportunity to present appeals of such insurance disputes to the County in person, and may have union representation at such proceedings. The County will endeavor to resolve such disputes with the processor of claims.

**Section 11.2 Representation:**

Only the aggrieved employee(s) and/or representatives of the union may present grievances. Employees may take up grievances through Steps One (1) to Four (4) either on their own and individually or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of employees or to the Union's own interests or rights with the Employer may be initiated at Step Two (2) or Step Three (3) by mutual agreement. All employees involved in a grievance must be named by Step Two (2).

**Section 11.3 Grievance Procedure Steps:**

The steps and time limits as provided in the Employer's Grievance Procedure are as follows:

Step	Limit This Step (Calendar Days)	To Whom Submitted	Time Limits Meeting (Wk. Days)	Response (Wk. Days)
1	21	Imm. Suprv.	10	10
2	10	Pub. Def./Dir. Of Revenue Designee	15	15
3	20	Employer/Designee	20	25
4	30	Impartial Third Party	30	30

At each step of the grievance procedure, the appropriate Employer representative shall meet in accordance with the time limits. The primary purpose of the meetings shall be for the purpose of attempting to resolve the grievance. The Employer representative shall be willing, and shall have the authority needed to engage in meaningful discussion for the purpose of resolving the grievance. There shall be no tape recording of any grievance meetings except by mutual agreement. When the meeting does not result in a resolution of the grievance, the Employer representative shall respond to the Union, in writing, within the time limits provided herein.

A Committee shall be established where the Employer and the Union shall meet to explore ways to improve the effectiveness of the Grievance Procedure. An equal number of Employer and Union representatives shall serve on said Committee. In the case of Cook County, the Committee shall not contain more than eight (8) appointees from each party and in the case of the other employers, no more than five (5) appointees from each party.

The Employer and Union representative to this Committee shall have the authority to reach agreement on behalf of the parties they represent.

**Section 11.4 Advance Step Filing:**

Where the authority to resolve grievances does not exist at the preliminary steps of the grievance procedure, grievances may be filed by the Union at the appropriate advanced step. The determination of where the authority exists to resolve grievances shall be made by the Employer.

**Section 11.5 Time Limits:**

Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the Employer.

**Section 11.6 Stewards:**

The union will advise the Public Defender/Designee in writing of the names of the Stewards in each worksite with the Public Defender and shall notify the Public Defender/Designee promptly of any changes. Stewards will be permitted to handle and process grievances referred by employees at the appropriate steps of the grievance procedure during normal hours without a loss of pay, provided that such activity shall not exceed a reasonable period of time, and shall not interfere with their work performance. On each occasion, stewards will obtain approval from their supervisor or an appropriate supervisor before leaving their work assignment or area. Such approval will not be unreasonably withheld. Stewards will only handle grievances at their own work location. In the event a work location does not have a steward, a steward from the work site closest to the grievance location will process the grievance.

After giving appropriate notice to their supervisor outside the bargaining unit, employees shall be allowed two (2) days with pay and to attend certified stewards training, if such attendance does not substantially interfere with the Employer's operations. Such training shall not exceed two (2) work days for each steward who has not previously attended training. The Union shall provide proof of attendance.



**Section 11.7 Union Representatives:**

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate County facility for purposes of handling grievances or observing conditions under which employees are working. These business representatives will be identified to the Public Defender/Designee in a manner suitable to the Public Defender/Designee and on each occasion will first secure the approval of the Public Defender/Designee to enter and conduct their business so as not to interfere with the operation of the Public Defender. Such right of entry shall at all times be subject to general Public Defender rules applicable to non-employees.

**Section 11.8 Impartial Arbitration:**

The Union and the Employer shall meet within thirty (30) days after the effective date of this agreement for the purpose of selecting a permanent panel of seven (7) arbitrators. The arbitrators shall be selected on a rotating basis. Either party shall have the authority to strike an arbitrator from the permanent panel at any time. The struck arbitrator will proceed on the cases currently assigned, but will not receive any new case assignments. In the event that an arbitrator is struck from the panel, the parties shall meet as soon as possible to choose a mutually agreed upon replacement. Nothing herein shall prevent the parties, by mutual agreement, from selecting an arbitrator from outside the panel. Absent such mutual agreement, the arbitrator shall be selected from the panel in accordance with the above procedure.

If the Union is not satisfied with the Step Three (3) answer, it may within thirty (30) days after receipt of the Step Three (3) answer submit in writing to the Employer/Designee notice that the grievance is to enter impartial arbitration. If the two (2) parties fail to reach agreement on an Arbitrator within ten (10) days, the Employer/Designee and Union may request the Local Labor Relations Board, American Arbitration Association or the Federal Mediation and Conciliation Service to provide a panel of arbitrators. Each of the two (2) parties will confer within seven (7) days of receipt of the panel to alternately strike one (1) name at a time from the panel until only one (1) shall remain. The remaining name shall be the Arbitrator. The Union and the Public Defender/Designee will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Employer and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

If an arbitration date is postponed, the party (Union or Employer) responsible for the postponement shall also be responsible for the arbitrator's charges in connection with the postponement. In the event the grievance is resolved, the parties shall split the arbitrator's cancellation fee.

The Arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the Public Defender/Designee and the Union. Such issues will be confined to those brought up at the previous disposition. All other issues are waived. His/her decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.

The decision of the Arbitrator made in compliance with the foregoing shall be final, shall be in writing, shall include the reasons for each finding and conclusion, and shall be rendered within thirty (30) days following the date of the last hearing conducted by the Arbitrator unless an extension of such period is agreed to by Cook County and the Union.

**Section 11.9 Expedited Arbitration:**

The parties may mutually agree that a grievance shall be submitted to expedited arbitration. If the parties agree to expedited arbitration, the following provisions of this paragraph shall apply. Immediately upon notification of the designated arbitrator, the parties shall arrange a place and date to conduct a hearing within a period of no more than thirty (30) calendar days, unless the parties agree to a longer period. If the designated arbitrator is not available to conduct a hearing within the thirty (30) calendar days and the parties do not otherwise agree to a longer period, the next panel member in the rotation shall be notified until an available arbitrator is obtained. Nothing herein precludes multiple cases being heard on the same day before the same arbitrator. The hearing shall be conducted under the following procedures:

- a. the hearing shall be informal;
- b. no briefs shall be filed or transcripts made;
- c. there shall be no formal rules of evidence; however, the arbitrator shall only rely on credible relevant evidence;
- d. the hearing shall normally be completed within one (1) day;
- e. the arbitrator may issue a bench decision at the hearing, but in any event shall render a decision within seven (7) calendar days after the conclusion of the hearing. Such decision shall be based on the evidence before the arbitrator and shall include a brief written explanation of the basis for such conclusion. Any arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within seven (7) calendar days of the close of the hearing.

The decision of the arbitrator shall be final and binding, except that it shall not be regarded as precedent or be cited in any future proceeding.

The parties further agree to increase the number of arbitrators on the panel to twelve (12).

The parties shall develop a process by which the procedure shall function as provided herein no later than sixty (60) days after the date of ratification.

**Section 11.10 Grievance Procedure and Arbitration:**

The Employers and AFSCME Council 31 are both desirous of creating a more efficient grievance process. In furtherance of such the Employers and AFSCME agree to maintain open communications regarding grievance and arbitration matters. The parties further agree to continue discussions in an effort to address problems in scheduling, canceling, and other related issues, as well as the implementation of awards and settlements. The parties also agree to continue discussions regarding ways to improve sharing of information and opportunities for settlement of arbitration matters in advance of the arbitration hearing.

**ARTICLE XII**  
**CONTINUITY OF OPERATION****Section 12.1 No Strike:**

The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind or for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the Employer's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extension thereof.

**Section 12.2 Union Responsibility:**

Should any activity prescribed in Section 12.1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- a. Publicly disavow such action by the employees or other persons involved;
- b. Advise the Employer in writing that such action has not been caused or sanctioned by the Union;
- c. Notify the employees stating that it disapproves of such action and instructing all employees to cease such action and return to work immediately; and
- d. Take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

**Section 12.3 Discharge of Violators:**

The Employer shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

**Section 12.4 No Lock-Out:**

The Employer agrees that it will not lock out its employees during the term of this Agreement or any extension thereof.

**Section 12.5 Reservation of Rights:**

In the event of any violation of this Article by the Union or the Employer, the offended party may pursue any legal or equitable remedy otherwise available, and it will not be a condition precedent to the pursuit of any judicial remedy that any grievance procedure provided in this Agreement is first exhausted.

**ARTICLE XIII**  
**FILLING OF VACANCIES**

**Section 13.1 Transfer and Promotions - Office of the Public Defender or Department of Revenue:**

When the Public Defender or Department of Revenue deems a position vacant, notice of such vacancy shall be posted electronically, if possible, and at all work sites and shall identify the work site, classification, duties and grade. Each notice of vacancy shall remain posted for a period of fourteen (14) business days. Only those employees who submit bids for specific posted vacancies during the posting period shall be eligible to fill the vacancy. Applications for one posting shall not carry over to other posting.

The Employer will continue to work toward a reasonable transition to an all-electronic posting system when available. Such system shall include provisions for reasonable access for all employees.

The Employer will provide the Union with the list of bidders and their seniority date and identify the successful bidder(s) as vacancies are filled within thirty (30) calendar days.

Vacancies shall be filled in the following priority:

1. Promotion/transfer within the department
2. Recall from layoff within the department
3. Applicants from outside the bargaining unit

Promotion and transfer applicants have identical priority and will be considered equally for the filling of vacancies.

Bargaining unit members must be in a position for at least six (6) months to be eligible for a promotion/transfer.

**Section 13.2 Testing:**

When tests are required, bidders will be eligible to be tested either at the time the vacancy occurs or on a semi-annual basis, at the discretion of the individual department. The tests shall relate to the job skills required for the position including, but not limited to spelling, typing, math and stenography. An applicant may use previous test results from another bid if applicable. However, test results are good for one (1) year after which time the applicant must be retested. All applicants will be given similar tests for the same position in the department.

When a test is required to fill a position, the applicant will be contacted and informed of his/her test score.

**Section 13.3 Interview:**

Some positions may require an interview. Responses to only job related questions shall be considered.

**Section 13.4 Filling of Vacancy Criteria:**

Vacancies will be filled by the most qualified applicant based on the totality of the following: skills tests, expertise in the particular area, performance appraisals, education, and employment history and when applicable, the interview. In the event the qualifications are relatively equal, seniority will control.

**Section 13.5 Reduction in Work Force:**

Should it become necessary to decrease the number of employees, the employees shall be removed in inverse order of seniority with the Public Defender's Office. The affected employees and the Union shall be given notice thereof at least thirty (30) days prior to the effective date. Employees shall be recalled in order of seniority with the Public Defender's Office.

In the event there is an elimination of positions within any location, unit, or department, the positions eliminated will be identified

Employees laid off, as a result of this procedure, shall be subject to recall in accordance with Section 13.3 of this Agreement.

In the event of a layoff, or pending layoff, the parties shall discuss the need for retraining employees in order for such employees to qualify for other positions.

All of the above is conditioned upon the employee's ability and fitness to perform the job.

**Department of Revenue:**

Should it become necessary to decrease the number of employees within a job classification, the employees in the classification shall be removed from it in inverse order of seniority. The affected employees and the Union shall be given notice thereof at least thirty (30) days prior to the effective date. In the event there is an elimination of positions within any job classification, the positions eliminated will be identified. An employee subject to layoff due to the elimination of his/her position shall be placed in the position of the least senior employee in his/her same job classification, if such a position exists, in another unit within the Department of Revenue.

An employee subject to layoff due to the elimination of his/her position shall be placed in the position of the least senior employee in the next lower classification in his/her job classification series in the Department of Revenue in accordance with the seniority provisions of this Agreement provided the employee possesses the minimum qualifications and the ability and fitness to perform the required work. Employees may also be allowed to claim vacancies, as deemed available by the Office of Budget and Management Services, at an equal or lower pay

grade, for positions in any classification within the Department of Revenue, for which the employee is qualified based on ability and fitness, and as set forth in the job description for the position.

In the event there is no option for the employee within his/her job classification series or available vacancies, employees who have previously served in another job classification outside their classification series shall also be offered the right to displace the least senior employee in the job classification previously held within the Department of Revenue provided the employee possesses the minimum qualifications and the ability and fitness to perform the required work.

In the event the employee has exhausted the previous options within the job classification series, other classification in which he/she previously served, and applicable vacancies, the employee shall be placed in the position of the least senior employee who has not completed his/her probationary period. The employee must meet the minimum qualifications for the position and possess the ability and fitness to perform the required work.

Employees not having rights to any job in their current job classification or another job classification as referenced above shall be considered laid off.

Employees laid off, including employees placed in a lower paying position and probationary employees, as a result of this procedure, shall be subject to the recall in accordance with Section 13.3 provisions of this Agreement before hiring new employees. Employees will be recalled to the job classification held by them at the time of layoff or any vacancy, at or below the grade of their previous classification, for which they possess the minimum qualifications and the ability and fitness to perform the required work, all in accordance with the seniority provisions of this Agreement.

In the event of a layoff or pending layoff, the parties shall discuss the need for retraining employees in order for such employees to qualify for other positions.

**Section 13.6 Transfer of Stewards:**

Employees acting as Union stewards shall not be transferred from their job classification or departments because of their activities on behalf of the Union. For any transfers of Union stewards from their job classifications or departments, other than in an emergency, notification will be given to the Union in advance of any such transfers.

## **ARTICLE XIV**

### **HEALTH AND SAFETY**

#### **Section 14.1 General:**

The Employer shall endeavor to provide a safe and healthful work environment for all employees. The Employer agrees to comply with all applicable state and federal laws. The parties shall share information adequately and fully in order to assure that health and safety issues are adequately addressed. Where there is a serious threat to the health and safety of an employee or employees and the situation necessitates a speedy resolution, the issue shall be immediately referred to the appropriate committee as set forth in Section 14.2 below.

#### **Section 14.2 Health and Safety Committee:**

The Employer and AFSCME shall establish a joint labor/management Health and Safety Committee. The parties shall also establish joint subcommittees, as needed, by work location. Issues of a County wide nature, and those not resolved in subcommittees, shall be discussed in full committee. The full committee and the subcommittees shall meet at least quarterly. Additional meetings shall be scheduled as needed to assure that issues are adequately addressed.

The committee and subcommittees shall meet for the purpose of identifying and correcting unsafe or unhealthy working conditions, including inadequate ventilation, ergonomically incorrect equipment, unsanitary conditions, inadequate personal security for employees, or inadequate lighting.

Within a reasonable period of time after the effective date of this Agreement, the parties agree to meet to establish the composition and operation of the committee(s).

#### **Section 14.3 Video Display Terminals:**

The Employer and the Union will attempt to keep current with monitoring studies and reports on the effects, if any, of video display terminals ("VDTs") and their effect on the health and safety of the operators.

The Employer agrees that employees who operate VDTs will be granted fifteen (15) minute breaks away from the screen in the first and second half of their shifts. For those employees who already receive two (2) fifteen (15) minute breaks, this provision is not in addition to those breaks currently granted. Pregnant employees and employees who are nursing and who regularly operate VDTs may request an adjustment, temporary transfer, or other change in their assignment, if such adjustment or change can reasonably be made and is consistent with the Employer's operating needs. Once the employee is no longer pregnant or nursing, the employee shall be allowed to return to her original position if available.

#### **Section 14.4 Communicable Diseases:**

The Employer and the Union are committed to taking reasonable necessary steps to limit and/or prevent the spread of communicable diseases in the workplace. Therefore, generally, the Employer agrees as follows:

- A. To provide training and/or distribute written materials to employees regarding the protocols for preventing the spread of communicable diseases. The extent and level of training provided will vary based on the needs of the applicable entity.

- B. To make professional medical counseling available to any employee who has reason to believe that she/he has become infected with TB, HIV or Hepatitis during the course of his/her employment.
- C. The Employer shall make available to the employee who has occupational exposure during the course of his/her employment to blood or body substance, a Hepatitis B vaccine at no cost to the employee. The Cook County Department of Public Health will continue to offer flu vaccines in accordance with prior policy. A TB screening will be provided to employees who can demonstrate reasonable cause to believe they were placed at risk to TB during work.

Specific concerns relating to the health and safety of employees may be referred to the applicable health and safety committee or subcommittee.

Said committee(s) shall share necessary and relevant information, so long as it is not privileged, and shall develop comprehensive policy/policies to be applied to specific work places. The Employer shall provide access to experts in the area of communicable diseases, as necessary for the committee(s) to develop and implement the policy/policies. Such experts and their participation shall be mutually agreed upon.

## **ARTICLE XV**

### **EDUCATIONAL BENEFITS**

#### **Section 15.1 Educational Fund:**

The Employer agrees to allocate funds for education purposes in each year of the Agreement to be made available to all AFSCME bargaining unit employees. The amount allocated shall be an aggregate total of forty thousand dollars (\$40,000.00) for all AFSCME bargaining units. Employee requests for such funds shall be for reimbursement for the costs of courses offered through any certified educational institution, including community colleges, continuing adult education, and other training or technical institution. Such course work shall be employment related. An employee may request funds up to an amount no greater than five hundred fifty dollars (\$550.00) in a fiscal year. Approval for reimbursements shall be offered on an equitable basis.

The parties shall meet upon reasonable notice regarding this educational benefit.

#### **Section 15.2 Employee Development and Training:**

The Employer and the Union recognize that changes in operations resulting from technological innovations may occur during the course of this Agreement. If such changes occur, the Employer shall give primary consideration to the Employer's operation. In the event the affected employees do not possess the requisite skills or knowledge to perform the required work, the Employer shall endeavor to provide the necessary in-house training.



## **ARTICLE XVI**

### **UPWARD MOBILITY PROGRAM**

#### **Section 16.1 Goals and Priorities:**

It is the goal of the parties to enhance the ability of employees to qualify for positions targeted in the Upward Mobility Program. The Employers and AFSCME are committed to improving career advancement opportunities for employees. It is the goal of the Employer to provide employees with training and promotional opportunities through the establishment of an Upward Mobility Program.

In order to assist the parties in achieving the goals set forth above, an Advisory Committee comprised of an equal number of representatives from the Union and the Employer shall be established. The Committee's mission shall be to develop recommendations regarding the Program, including which job classifications are appropriate for training programs, the publicity and counseling efforts necessary for implementation, and the potential providers of services.

Targeted job classifications may be within any existing AFSCME bargaining unit or may be classifications which represent a bridge to career advancement outside any AFSCME bargaining unit for AFSCME bargaining unit employees.

## **ARTICLE XVII**

### **JOB CLASSIFICATIONS**

#### **Section 17.1 Job Classification /Job Audits:**

Employees in the job classifications set forth in Appendix A to this Agreement shall receive the salary provided for their grade and length of service in the job classification. Employees will be increased to the appropriate step upon completion of the required length of service in the classification.

Upon request by the Union, and after the effective date of this Agreement, unless otherwise mutually agreed upon by the parties, the County shall conduct a job audit of those employees identified by the Union as working outside their job classification. The job audits shall be conducted within a reasonable period of time after the requests are made. The results of such job audits shall be made known to the Union within sixty (60) calendar days after the audit is completed.

## **ARTICLE XVIII**

### **MISCELLANEOUS**

#### **Section 18.1 No Discrimination:**

No employee shall be discriminated against on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, political affiliation and/or beliefs, or activity or non-activity on behalf of the Union. The Employer and the Union acknowledge that the County of Cook has adopted and implemented a Human Rights Ordinance which will be complied with.

**Section 18.2 Americans with Disabilities Act:**

Whenever an employee (or the Union at the request of an employee) requests an accommodation under the Americans with Disabilities Act ("ADA"), or an accommodation of an employee is otherwise contemplated by the Employer, the Employer, the employee, and the Union will meet to discuss the matter.

It is the intent of the parties that any reasonable accommodations adopted by the Employer conform to the requirements of this Agreement where practical. The Employer may take all steps necessary to comply with the ADA. Any such steps which might conflict with the terms of this Agreement shall be discussed with the Union prior to implementation. The parties shall cooperate in resolving potential conflicts between the Employer's obligation under the ADA and the rights of the Union. Neither party shall unreasonably withhold its consent to the reasonable accommodation of an employee.

Information obtained regarding the medical condition or history of an employee shall be treated in a confidential manner.

Nothing in this Section shall require the Employer to take any action which would violate the ADA or another applicable statute.

**Section 18.3 Bulletin Boards:**

The Employer will make a bulletin board available for the use of the Union in non-public locations at all major worksites. The Union will be permitted to have posted on these bulletin boards notices of a non-controversial nature, but only after submitting them to the Public Defender/Designee for approval and posting. The items posted shall not be political, partisan or defamatory in nature.

**Section 18.4 Partial Invalidity:**

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State laws or local ordinance now existing or hereinafter enacted, such invalidity or unenforceable shall not affect the remainder of the provisions hereof. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

**Section 18.5 Courses and Conferences:**

In recognition of the value of continuing education for both the professional development of employees and the quality and reputation of the Office, the Employer may approve employees' requests to attend courses and conferences related to the employee's work and may reimburse any reasonable costs subject to staffing and budgetary considerations. The opportunity to attend such courses or conferences shall be offered to employees in accordance with operational needs.

The Employer shall pay for reasonable costs related to attendance at courses and conferences where an employee is required to attend at the request of the Employer.

**Section 18.6 Labor Management Committee:**

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and Employer agree to meet quarterly through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and the Employer shall each designate not more than five (5) representatives to a labor-management committee for this purpose.

**Section 18.7 Meeting Rooms:**

Upon prior approval, the Employer agrees to make available conference and meeting rooms for union meetings unless to do so would interfere with the operational needs of the Employer. Employees may only attend meetings during non-working time.

**Section 18.8 Personnel Files:**

At least twice per year, upon written request to the Department of Personnel Office, an employee may inspect his/her personnel file in the presence of Employer/Designee at any time mutually acceptable to the employee and Employer.

The Employer shall maintain personnel records in accordance with the Personnel Record Review Act, 820 ILCS 40/1 et seq.

**Section 18.9 Sub-Contracting:**

It is the general policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant, for example for reasons of efficiency or economy. The Employer will advise the Union at least five (5) months in advance when such changes are contemplated and will discuss such contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act of 1984. The Employer will work with the Union in making every reasonable effort to place adversely affected employees into other bargaining unit positions.

**Section 18.10 Dual Employment:**

Employees are subject to Employer's current policies as reflected by the Executive Order of the President of the Cook County Board.

**Section 18.11 Personnel Manual:**

It is understood that employees are subject to the policies, procedures, terms and conditions of employment as outlined in the Department Personnel Manuals, except as where modified or amended by this Agreement.

**Section 18.12 Travel Reimbursement:**

Employees required to use personally owned automobiles in the course of their employment shall be reimbursed in accordance with the Cook County Travel Expense Reimbursement Policy, except that the reimbursement rate shall not at any time be less than the maximum allowable business standard mileage rate set by the Internal Revenue Service. Provided, however, that the Employer will have sixty (60) days to implement any revised rates from the effective date of such rate set by the Internal Revenue Service.

**Section 18.13 Auto Insurance:**

The parties agree that the County shall explore the feasibility of making available to all employees through a payroll deduction, standard automobile insurance on a no decline basis. No later than ninety (90) days after the effective date of this Agreement the County shall report the results of its investigation to the Union. Such information shall include any proposed costs and benefits, the names of the potential carrier(s), any problem the County believes must be overcome in order to implement the insurance, and any other relevant information. Within thirty (30) days after this information is provided to the Union, the parties shall meet to discuss the possibility of implementing any proposals offered by a carrier as well as any other options regarding this issue.

**Section 18.14 Information Provided to Union:**

The Employer shall monthly notify the Union in writing as to the following transactions involving bargaining unit employees within each division, if available in the Employer's record: new hires, promotions, check off revocations, leaves, demotions, layoffs, reinstatements, suspension, returns from leave, retirements, resignations, terminations, discharges, social security numbers and any other information mutually agreed to by the parties. AFSCME Council 31 shall, upon request, receive such information on computer tape, where available.

**Section 18.15 Direct Deposit:**

The County will continue the direct deposit program to the financial institution(s) of the employee's choice. The receiving financial institutions must be capable of receiving direct deposit.

**Section 18.16 Tax Shelters:**

Effective June 1, 1994, the Employer agrees to set up segregated IRS accounts for child care expenses, medical expenses, and insurance premium contributions.

**Section 18.17 Contract Implementation:**

This Agreement shall be presented to the County Board for approval within thirty (30) days of notification of union ratification.

**Section 18.18 Mass Transit Benefit Program:**

As soon as the Cook County payroll system is capable, the Employer shall provide a pre-tax payroll deduction program for transportation expenses in accordance with and to the extent permitted by law.

**Section 18.19 Personnel Rule Changes:**

When the Employer is considering modifications in its personnel policies or rules, it shall notify the Union at least twenty-one (21) calendar days prior to any modification, and shall discuss such contemplated changes with the Union, pursuant to the provisions of the Illinois Public Labor Relations Act.

## **ARTICLE XIX** **RATES OF PAY**

### **Section 19.1 General Increases:**

The salary grades and steps applicable to this bargaining unit shall be increased as follows during the term of this agreement:

Effective the first full pay period on or after June 1, 2013, the pay rates for all classifications shall be increased by 1.0%

Effective the first full pay period on or after June 1, 2014, the pay rates for all classifications shall be increased by 1.5%

Effective the first full pay period on or after June 1, 2015, the pay rates for all classifications shall be increased by 2.0%

Effective the first full pay period on or after December 1, 2015, the pay rates for all classifications shall be increased by 2.0%

Effective the first full pay period on or after December 1, 2016, the pay rates for all classifications shall be increased by 2.25%

Effective the first full pay period on or after June 1, 2017, the pay rates for all classifications shall be increased by 2.0%

### **Section 19.2 Bilingual Pay:**

Employees, whose positions require the employee to be bilingual, or to use sign language, shall receive an additional fifty dollars (\$50.00) per month.

## **ARTICLE XX** **DURATION**

### **Section 20.1 Terms:**

This Agreement shall become effective on December 1, 2012 and shall remain in effect through November 30, 2017. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than sixty (60) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date until a new Agreement has been reached or either party shall give the other party five (5) calendar days written notice of cancellation thereafter.

**Section 20.2 Notice:**

Any notice under this Agreement shall be given by registered or certified mail, if by the Union, then one such notice shall be addressed to the President, Board of Cook County Commissioners, Room 537, with a copy to the County's Chief of Bureau of Human Resources, Room 840, and both addressed to 118 North Clark Street, Chicago, Illinois; or if by the County, then such notice shall be addressed to the Union's President at 205 N. Michigan Avenue, Chicago, Illinois. Either party may, by like written notice, change the address to which notice to it shall be given.

Signed and entered into this 13<sup>th</sup> day of April, 2016.  
COUNTY OF COOK:

Toni Preckwinkle  
TONI PRECKWINKLE, President  
Cook County Board of Commissioners

Attest:

David Orr

DAVID D. ORR  
Cook County Clerk

APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS

APR 13 2016

COM \_\_\_\_\_

UNION: American Federal of State, County and Municipal Employees (AFSCME)  
Council 31 for in and on behalf of Local 3696;

David W. Davis  
Shirley Williams  
Guadalupe Hernandez  
Veronica Coleman  
R. Kelly  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPENDIX A**  
**AFSCME 3696 Office of the Public Defender**

<b><u>JOB CODE</u></b>	<b><u>GRADE</u></b>	<b><u>TITLE</u></b>
0172	10	Bookkeeper II
0904		Clerk II
0905		Clerk III
0906		Clerk IV
1581		Collection Invest. I
0953		Data Entry Operator I
0954		Data Entry Operator II
0982		Microfilm Operator I
0983		Microfilm Operator II
0932		Stenographer I
0933		Stenographer II
0934		Stenographer III
0938		Typist II
0940		Typist III
1003		Telephone Operator III
0227		Cashier II
1582		Collection Invest. II
0173	11	Bookkeeper III
0907		Clerk V
0935		Stenographer IV
0955		Data Entry Operator III
0046	12	Administrative Assistant. I
0270		Statistician I
0228		Cashier III
0936	13	Stenographer V
0142		Accountant II
0047	14	Administrative Asst. II
0143	15	Accountant III
0048	16	Administrative Asst. III



**APPENDIX A**  
**AFSCME 3696 Department of Revenue**

<b><u>JOB CODE</u></b>	<b><u>GRADE</u></b>	<b><u>TITLE</u></b>
0907	11	Clerk V
		Cashier
0151	13	Property Tax Accountant
0047	14	Administrative Assistant II
4830	16	Investigator I
0291	17	Administrative Analyst I
0132		Field Auditor III
5528		Investigator II
5889		Revenue Assessment Analyst
5894		Tax Licensing Registration Analyst
5890	18	Internal Auditor
5892		Investigation Analyst
0133	19	Field Auditor IV
0795		Revenue Analyst
5530		Investigator IV
5075		Senior System Analyst I
5783	23	Compliance Analyst
No Such title in the Dept. of Revenue		Internal Auditor III
No such title in the Dept. of Revenue		Internal Auditor IV

Effective June 1, 2013

**SCHEDULE I  
BUREAU OF HUMAN RESOURCES  
AFSCME**

		<div> <div>Year at 1st</div> <div>Year at 2nd</div> <div>Year at 3rd</div> </div> <div> <div>Longevity Rate &amp; 10</div> <div>Longevity Rate &amp; 15</div> <div>Longevity Rate &amp; 20</div> </div> <div> <div>After 2 Years At 5th Step</div> <div>Years Service</div> <div>Years Service</div> <div>Years Service</div> </div>									
<u>Grade</u>		<u>Entry Rate</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>
9	Hourly	13.907	14.498	15.114	15.757	16.427	17.126	17.853	18.343	18.710	19.646
	Bi-Weekly	1,112.56	1,159.84	1,209.12	1,260.56	1,314.16	1,370.08	1,428.24	1,467.44	1,496.80	1,571.68
	Annual	28,926	30,155	31,437	32,774	34,168	35,622	37,134	38,153	38,916	40,863
10	Hourly	14.896	15.530	16.189	16.877	17.594	18.342	19.122	19.649	20.041	21.043
	Bi-Weekly	1,191.68	1,242.40	1,295.12	1,350.16	1,407.52	1,467.36	1,529.76	1,571.92	1,603.28	1,683.44
	Annual	30,983	32,302	33,673	35,104	36,595	38,151	39,773	40,869	41,685	43,769
11	Hourly	15.981	16.660	17.369	18.106	18.875	19.678	20.515	21.080	21.501	22.576
	Bi-Weekly	1,278.48	1,332.80	1,389.52	1,448.48	1,510.00	1,574.24	1,641.20	1,686.40	1,720.08	1,806.08
	Annual	33,240	34,652	36,127	37,660	39,260	40,930	42,671	43,846	44,722	46,958
12	Hourly	17.114	17.844	18.602	19.392	20.216	21.076	21.971	22.576	23.027	24.178
	Bi-Weekly	1,369.12	1,427.52	1,488.16	1,551.36	1,617.28	1,686.08	1,757.68	1,806.08	1,842.16	1,934.24
	Annual	35,597	37,115	38,692	40,335	42,049	43,838	45,699	46,958	47,896	50,290
13	Hourly	18.330	19.109	19.921	20.768	21.651	22.571	23.530	24.177	24.661	25.894
	Bi-Weekly	1,466.40	1,528.72	1,593.68	1,661.44	1,732.08	1,805.68	1,882.40	1,934.16	1,972.88	2,071.52
	Annual	38,126	39,746	41,435	43,197	45,034	46,947	48,942	50,288	51,294	53,859
14	Hourly	19.680	20.517	21.389	22.298	23.245	24.233	25.263	25.957	26.477	27.801
	Bi-Weekly	1,574.40	1,641.36	1,711.12	1,783.84	1,859.60	1,938.64	2,021.04	2,076.56	2,118.16	2,224.08
	Annual	40,934	42,675	44,489	46,379	48,349	50,404	52,547	53,990	55,072	57,826
15	Hourly	21.187	22.087	23.026	24.004	25.024	26.088	27.196	27.945	28.504	29.928
	Bi-Weekly	1,694.96	1,766.96	1,842.08	1,920.32	2,001.92	2,087.04	2,175.68	2,235.60	2,280.32	2,394.24
	Annual	44,068	45,940	47,894	49,928	52,049	54,263	56,567	58,125	59,288	62,250
16	Hourly	22.744	23.711	24.718	25.767	26.862	28.004	29.195	29.998	30.598	32.128
	Bi-Weekly	1,819.52	1,896.88	1,977.44	2,061.36	2,148.96	2,240.32	2,335.60	2,399.84	2,447.84	2,570.24
	Annual	47,307	49,318	51,413	53,595	55,872	58,248	60,725	62,395	63,643	66,826
17	Hourly	24.408	25.445	26.526	27.654	28.828	30.055	31.331	32.193	32.837	34.478
	Bi-Weekly	1,952.64	2,035.60	2,122.08	2,212.32	2,306.24	2,404.40	2,506.48	2,575.44	2,626.96	2,758.24
	Annual	50,768	52,925	55,174	57,520	59,962	62,514	65,168	66,961	68,300	71,714
18	Hourly	26.145	27.255	28.414	29.621	30.880	32.193	33.561	34.483	35.174	36.933
	Bi-Weekly	2,091.60	2,180.40	2,273.12	2,369.68	2,470.40	2,575.44	2,684.88	2,758.64	2,813.92	2,954.64
	Annual	54,381	56,690	59,101	61,611	64,230	66,961	69,806	71,724	73,161	76,820
19	Hourly	28.677	29.897	31.168	32.492	33.872	35.314	36.813	37.827	38.583	40.513
	Bi-Weekly	2,294.16	2,391.76	2,493.44	2,599.36	2,709.76	2,825.12	2,945.04	3,026.16	3,086.64	3,241.04
	Annual	59,648	62,185	64,829	67,583	70,453	73,453	76,571	78,680	80,252	84,267
20	Hourly	31.491	32.829	34.225	35.679	37.195	38.776	40.424	41.535	42.366	44.484
	Bi-Weekly	2,519.28	2,626.32	2,738.00	2,854.32	2,975.60	3,102.08	3,233.92	3,322.80	3,389.28	3,558.72
	Annual	65,501	68,284	71,188	74,212	77,365	80,654	84,081	86,392	88,121	92,526
21	Hourly	34.607	36.078	37.611	39.209	40.876	42.613	44.424	45.646	46.558	48.886
	Bi-Weekly	2,788.56	2,886.24	3,008.88	3,136.72	3,270.08	3,409.04	3,553.92	3,651.68	3,724.64	3,910.88
	Annual	71,982	75,042	78,230	81,554	85,022	88,635	92,401	94,943	96,840	101,682
22	Hourly	37.978	39.591	41.274	43.028	44.856	46.762	48.751	50.091	51.092	53.647
	Bi-Weekly	3,038.24	3,167.28	3,301.92	3,442.24	3,588.48	3,740.96	3,900.08	4,007.28	4,087.36	4,291.76
	Annual	78,994	82,349	85,849	89,498	93,300	97,264	101,402	104,189	106,271	111,585
23	Hourly	39.832	41.526	43.291	45.131	47.049	49.048	51.133	52.538	53.590	56.270
	Bi-Weekly	3,186.56	3,322.08	3,463.28	3,610.48	3,763.92	3,923.84	4,090.64	4,203.04	4,287.20	4,501.60
	Annual	82,850	86,374	90,045	93,872	97,861	102,019	106,356	109,279	111,467	117,041

								Year at 1st	Year at 2nd	Year at 3rd	
								Longevity Rate & 10	Longevity Rate & 15	Longevity Rate & 20	
								Years Service	Years Service	Years Service	
								After 2 Years At 5th Step			
Grade		Entry Rate	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step
9	Hourly	14.116	14.715	15.341	15.993	16.673	17.383	18.121	18.618	18.991	19.941
	Bi-Weekly	1,129.28	1,177.20	1,227.28	1,279.44	1,333.84	1,390.64	1,449.68	1,489.44	1,519.28	1,595.28
	Annual	29,361	30,607	31,909	33,265	34,679	36,156	37,691	38,725	39,501	41,477
10	Hourly	15.119	15.763	16.432	17.130	17.858	18.617	19.409	19.944	20.342	21.359
	Bi-Weekly	1,209.52	1,261.04	1,314.56	1,370.40	1,428.64	1,489.36	1,552.72	1,595.52	1,627.36	1,708.72
	Annual	31,447	32,787	34,178	35,630	37,144	38,723	40,370	41,483	42,311	44,426
11	Hourly	16.221	16.910	17.630	18.378	19.158	19.973	20.823	21.396	21.824	22.915
	Bi-Weekly	1,297.68	1,352.80	1,410.40	1,470.24	1,532.64	1,597.84	1,665.84	1,711.68	1,745.92	1,833.20
	Annual	33,739	35,172	36,670	38,226	39,848	41,543	43,311	44,503	45,393	47,663
12	Hourly	17.371	18.112	18.881	19.683	20.519	21.392	22.301	22.915	23.372	24.541
	Bi-Weekly	1,389.68	1,448.96	1,510.48	1,574.64	1,641.52	1,711.36	1,784.08	1,833.20	1,869.76	1,963.28
	Annual	36,131	37,672	39,272	40,940	42,679	44,495	46,386	47,663	48,613	51,045
13	Hourly	18.605	19.396	20.220	21.080	21.976	22.910	23.883	24.540	25.031	26.282
	Bi-Weekly	1,488.40	1,551.68	1,617.60	1,686.40	1,758.08	1,832.80	1,910.64	1,963.20	2,002.48	2,102.56
	Annual	38,698	40,343	42,057	43,846	45,710	47,652	49,676	51,043	52,064	54,666
14	Hourly	19.975	20.825	21.710	22.632	23.594	24.596	25.642	26.346	26.874	28.218
	Bi-Weekly	1,598.00	1,666.00	1,736.80	1,810.56	1,887.52	1,967.68	2,051.36	2,107.68	2,149.92	2,257.44
	Annual	41,548	43,316	45,156	47,074	49,075	51,159	53,335	54,799	55,897	58,693
15	Hourly	21.505	22.418	23.371	24.364	25.399	26.479	27.604	28.364	28.932	30.377
	Bi-Weekly	1,720.40	1,793.44	1,869.68	1,949.12	2,031.92	2,118.32	2,208.32	2,269.12	2,314.56	2,430.16
	Annual	44,730	46,629	48,611	50,677	52,829	55,076	57,416	58,997	60,178	63,184
16	Hourly	23.085	24.067	25.089	26.154	27.265	28.424	29.633	30.448	31.057	32.610
	Bi-Weekly	1,846.80	1,925.36	2,007.12	2,092.32	2,181.20	2,273.92	2,370.64	2,435.84	2,484.56	2,608.80
	Annual	48,016	50,059	52,185	54,400	56,711	59,121	61,636	63,331	64,598	67,828
17	Hourly	24.774	25.827	26.924	28.069	29.260	30.506	31.801	32.676	33.330	34.995
	Bi-Weekly	1,981.92	2,066.16	2,153.92	2,245.52	2,340.80	2,440.48	2,544.08	2,614.08	2,666.40	2,799.60
	Annual	51,529	53,720	56,001	58,383	60,860	63,452	66,146	67,966	69,326	72,789
18	Hourly	26.537	27.664	28.840	30.065	31.343	32.676	34.064	35.000	35.702	37.487
	Bi-Weekly	2,122.96	2,213.12	2,307.20	2,405.20	2,507.44	2,614.08	2,725.12	2,800.00	2,856.16	2,998.96
	Annual	55,196	57,541	59,987	62,535	65,193	67,966	70,853	72,800	74,260	77,972
19	Hourly	29.107	30.345	31.636	32.979	34.380	35.844	37.365	38.394	39.162	41.121
	Bi-Weekly	2,328.56	2,427.60	2,530.88	2,638.32	2,750.40	2,867.52	2,989.20	3,071.52	3,132.96	3,289.68
	Annual	60,542	63,117	65,802	68,596	71,510	74,555	77,719	79,859	81,456	85,531
20	Hourly	31.963	33.321	34.738	36.214	37.753	39.358	41.030	42.158	43.001	45.151
	Bi-Weekly	2,557.04	2,665.68	2,779.04	2,897.12	3,020.24	3,148.64	3,282.40	3,372.64	3,440.08	3,612.08
	Annual	66,483	69,307	72,255	75,325	78,526	81,864	85,342	87,688	89,442	93,914
21	Hourly	35.126	36.619	38.175	39.797	41.489	43.252	45.090	46.331	47.256	49.619
	Bi-Weekly	2,810.08	2,929.52	3,054.00	3,183.76	3,319.12	3,460.16	3,607.20	3,706.48	3,780.48	3,969.52
	Annual	73,062	76,167	79,404	82,777	86,297	89,964	93,787	96,368	98,292	103,207
22	Hourly	38.548	40.185	41.893	43.673	45.529	47.463	49.482	50.842	51.858	54.452
	Bi-Weekly	3,083.84	3,214.80	3,351.44	3,493.84	3,642.32	3,797.04	3,958.56	4,067.36	4,148.64	4,356.16
	Annual	80,179	83,584	87,137	90,839	94,700	98,723	102,922	105,751	107,864	113,260
23	Hourly	40.429	42.149	43.940	45.808	47.755	49.784	51.900	53.326	54.394	57.114
	Bi-Weekly	3,234.32	3,371.92	3,515.20	3,664.64	3,820.40	3,982.72	4,152.00	4,266.08	4,351.52	4,569.12
	Annual	84,092	87,669	91,395	95,280	99,330	103,550	107,952	110,918	113,139	118,797

**SCHEDULE I**  
**BUREAU OF HUMAN RESOURCES**  
**AFSCME**

		<div> <div>Year at 1st</div> <div>Year at 2nd</div> <div>Year at 3rd</div> </div> <div> <div>Longevity Rate &amp; 10</div> <div>Longevity Rate &amp; 15</div> <div>Longevity Rate &amp; 20</div> </div> <div> <div>After 2 Years At 5th Step</div> <div>Years Service</div> <div>Years Service</div> <div>Years Service</div> </div>									
<u>Grade</u>		<u>Entry Rate</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>
9	Hourly	14.398	15.009	15.648	16.313	17.006	17.731	18.483	18.990	19.371	20.340
	Bi-Weekly	1,151.84	1,200.72	1,251.84	1,305.04	1,360.48	1,418.48	1,478.64	1,519.20	1,549.68	1,627.20
	Annual	29,947	31,218	32,547	33,931	35,372	36,880	38,444	39,499	40,291	42,307
10	Hourly	15.421	16.078	16.761	17.473	18.215	18.989	19.797	20.343	20.749	21.786
	Bi-Weekly	1,233.68	1,286.24	1,340.88	1,397.84	1,457.20	1,519.12	1,583.76	1,627.44	1,659.92	1,742.88
	Annual	32,075	33,442	34,862	36,343	37,887	39,497	41,177	42,313	43,157	45,314
11	Hourly	16.545	17.248	17.983	18.746	19.541	20.372	21.239	21.824	22.260	23.373
	Bi-Weekly	1,323.60	1,379.84	1,438.64	1,499.68	1,563.28	1,629.76	1,699.12	1,745.92	1,780.80	1,869.84
	Annual	34,413	35,875	37,404	38,991	40,645	42,373	44,177	45,393	46,300	48,615
12	Hourly	17.718	18.474	19.259	20.077	20.929	21.820	22.747	23.373	23.839	25.032
	Bi-Weekly	1,417.44	1,477.92	1,540.72	1,606.16	1,674.32	1,745.60	1,819.76	1,869.84	1,907.12	2,002.56
	Annual	36,853	38,425	40,058	41,760	43,532	45,385	47,313	48,615	49,585	52,066
13	Hourly	18.977	19.784	20.624	21.502	22.416	23.368	24.361	25.031	25.532	26.808
	Bi-Weekly	1,518.16	1,582.72	1,649.92	1,720.16	1,793.28	1,869.44	1,948.88	2,002.48	2,042.56	2,144.64
	Annual	39,472	41,150	42,897	44,724	46,625	48,605	50,670	52,064	53,106	55,760
14	Hourly	20.375	21.242	22.144	23.085	24.066	25.088	26.155	26.873	27.411	28.782
	Bi-Weekly	1,630.00	1,699.36	1,771.52	1,846.80	1,925.28	2,007.04	2,092.40	2,149.84	2,192.88	2,302.56
	Annual	42,380	44,183	46,059	48,016	50,057	52,183	54,402	55,895	57,014	59,866
15	Hourly	21.935	22.866	23.838	24.851	25.907	27.009	28.156	28.931	29.511	30.985
	Bi-Weekly	1,754.80	1,829.28	1,907.04	1,988.08	2,072.56	2,160.72	2,252.48	2,314.48	2,360.88	2,478.80
	Annual	45,624	47,561	49,583	51,690	53,886	56,178	58,564	60,176	61,382	64,448
16	Hourly	23.547	24.548	25.591	26.677	27.810	28.992	30.226	31.057	31.678	33.262
	Bi-Weekly	1,883.76	1,963.84	2,047.28	2,134.16	2,224.80	2,319.36	2,418.08	2,484.56	2,534.24	2,660.96
	Annual	48,977	51,059	53,229	55,488	57,844	60,303	62,870	64,598	65,890	69,184
17	Hourly	25.269	26.344	27.462	28.630	29.845	31.116	32.437	33.330	33.997	35.695
	Bi-Weekly	2,021.52	2,107.52	2,196.96	2,290.40	2,387.60	2,489.28	2,594.96	2,666.40	2,719.76	2,855.60
	Annual	52,559	54,795	57,120	59,550	62,077	64,721	67,468	69,326	70,713	74,245
18	Hourly	27.068	28.217	29.417	30.666	31.970	33.330	34.745	35.700	36.416	38.237
	Bi-Weekly	2,165.44	2,257.36	2,353.36	2,453.28	2,557.60	2,666.40	2,779.60	2,856.00	2,913.28	3,058.96
	Annual	56,301	58,691	61,187	63,785	66,497	69,326	72,269	74,256	75,745	79,532
19	Hourly	29.689	30.952	32.269	33.639	35.068	36.561	38.112	39.162	39.945	41.943
	Bi-Weekly	2,375.12	2,476.16	2,581.52	2,691.12	2,805.44	2,924.88	3,048.96	3,132.96	3,195.60	3,355.44
	Annual	61,753	64,380	67,119	69,969	72,941	76,046	79,272	81,456	83,085	87,241
20	Hourly	32.602	33.987	35.433	36.938	38.508	40.145	41.851	43.001	43.861	46.054
	Bi-Weekly	2,608.16	2,718.96	2,834.64	2,955.04	3,080.64	3,211.60	3,348.08	3,440.08	3,508.88	3,684.32
	Annual	67,812	70,692	73,700	76,831	80,096	83,501	87,050	89,442	91,230	95,792
21	Hourly	35.829	37.351	38.939	40.593	42.319	44.117	45.992	47.258	48.201	50.611
	Bi-Weekly	2,866.32	2,988.08	3,115.12	3,247.44	3,385.52	3,529.36	3,679.36	3,780.64	3,856.08	4,048.88
	Annual	74,524	77,690	80,993	84,433	88,023	91,763	95,663	98,296	100,258	105,270
22	Hourly	39.319	40.989	42.731	44.546	46.440	48.412	50.472	51.859	52.895	55.541
	Bi-Weekly	3,145.52	3,279.12	3,418.48	3,563.68	3,715.20	3,872.96	4,037.76	4,148.72	4,231.60	4,443.28
	Annual	81,783	85,257	88,880	92,655	96,595	100,696	104,981	107,866	110,021	115,525
23	Hourly	41.238	42.992	44.819	46.724	48.710	50.780	52.938	54.393	55.482	58.256
	Bi-Weekly	3,299.04	3,439.36	3,585.52	3,737.92	3,896.80	4,062.40	4,235.04	4,351.44	4,438.56	4,660.48
	Annual	85,775	89,423	93,223	97,185	101,316	105,622	110,111	113,137	115,402	121,172

Effective December 1, 2015

**SCHEDULE I**  
**BUREAU OF HUMAN RESOURCES**  
**AFSCME**

<u>Grade</u>		<u>Entry Rate</u>	<u>1st Step</u>	<u>2nd Step</u>	<u>3rd Step</u>	<u>4th Step</u>	<u>5th Step</u>	<u>6th Step</u>	<u>7th Step</u>	<u>8th Step</u>	<u>9th Step</u>
								Year at 1st Longevity Rate & 10 Years At 5th Step	Year at 2nd Longevity Rate & 15 Years Service	Year at 3rd Longevity Rate & 20 Years Service	
9	Hourly	14.686	15.309	15.961	16.639	17.346	18.086	18.853	19.370	19.758	20.747
	Bi-Weekly	1,174.88	1,224.72	1,276.88	1,331.12	1,387.68	1,446.88	1,508.24	1,549.60	1,580.64	1,659.76
	Annual	30,546	31,842	33,198	34,609	36,079	37,618	39,214	40,289	41,096	43,153
10	Hourly	15.729	16.400	17.096	17.822	18.579	19.369	20.193	20.750	21.164	22.222
	Bi-Weekly	1,258.32	1,312.00	1,367.68	1,425.76	1,486.32	1,549.52	1,615.44	1,660.00	1,693.12	1,777.76
	Annual	32,716	34,112	35,559	37,069	38,644	40,287	42,001	43,160	44,021	46,221
11	Hourly	16.876	17.593	18.343	19.121	19.932	20.779	21.664	22.260	22.705	23.840
	Bi-Weekly	1,350.08	1,407.44	1,467.44	1,529.68	1,594.56	1,662.32	1,733.12	1,780.80	1,816.40	1,907.20
	Annual	35,102	36,593	38,153	39,771	41,458	43,220	45,061	46,300	47,226	49,587
12	Hourly	18.072	18.843	19.644	20.479	21.348	22.256	23.202	23.840	24.316	25.533
	Bi-Weekly	1,445.76	1,507.44	1,571.52	1,638.32	1,707.84	1,780.48	1,856.16	1,907.20	1,945.28	2,042.64
	Annual	37,589	39,193	40,859	42,596	44,403	46,292	48,260	49,587	50,577	53,108
13	Hourly	19.357	20.180	21.036	21.932	22.864	23.835	24.848	25.532	26.043	27.344
	Bi-Weekly	1,548.56	1,614.40	1,682.88	1,754.56	1,829.12	1,906.80	1,987.84	2,042.56	2,083.44	2,187.52
	Annual	40,262	41,974	43,754	45,618	47,557	49,576	51,683	53,106	54,169	56,875
14	Hourly	20.783	21.667	22.587	23.547	24.547	25.590	26.678	27.410	27.959	29.358
	Bi-Weekly	1,662.64	1,733.36	1,806.96	1,883.76	1,963.76	2,047.20	2,134.24	2,192.80	2,236.72	2,348.64
	Annual	43,228	45,067	46,980	48,977	51,057	53,227	55,490	57,012	58,154	61,064
15	Hourly	22.374	23.323	24.315	25.348	26.425	27.549	28.719	29.510	30.101	31.605
	Bi-Weekly	1,789.92	1,865.84	1,945.20	2,027.84	2,114.00	2,203.92	2,297.52	2,360.80	2,408.08	2,528.40
	Annual	46,537	48,511	50,575	52,723	54,964	57,301	59,735	61,380	62,610	65,738
16	Hourly	24.018	25.039	26.103	27.211	28.366	29.572	30.831	31.678	32.312	33.927
	Bi-Weekly	1,921.44	2,003.12	2,088.24	2,176.88	2,269.28	2,365.76	2,466.48	2,534.24	2,584.96	2,714.16
	Annual	49,957	52,081	54,294	56,598	59,001	61,509	64,128	65,890	67,208	70,568
17	Hourly	25.774	26.871	28.011	29.203	30.442	31.738	33.086	33.997	34.677	36.409
	Bi-Weekly	2,061.92	2,149.68	2,240.88	2,336.24	2,435.36	2,539.04	2,646.88	2,719.76	2,774.16	2,912.72
	Annual	53,609	55,891	58,262	60,742	63,319	66,015	68,818	70,713	72,128	75,730
18	Hourly	27.609	28.781	30.005	31.279	32.609	33.997	35.440	36.414	37.144	39.002
	Bi-Weekly	2,208.72	2,302.48	2,400.40	2,502.32	2,608.72	2,719.76	2,835.20	2,913.12	2,971.52	3,120.16
	Annual	57,426	59,864	62,410	65,060	67,826	70,713	73,715	75,741	77,259	81,124
19	Hourly	30.283	31.571	32.914	34.312	35.769	37.292	38.874	39.945	40.744	42.782
	Bi-Weekly	2,422.64	2,525.68	2,633.12	2,744.96	2,861.52	2,983.36	3,109.92	3,195.60	3,259.52	3,422.56
	Annual	62,988	65,667	68,461	71,368	74,399	77,567	80,857	83,085	84,747	88,986
20	Hourly	33.254	34.667	36.142	37.677	39.278	40.948	42.688	43.861	44.738	46.975
	Bi-Weekly	2,660.32	2,773.36	2,891.36	3,014.16	3,142.24	3,275.84	3,415.04	3,508.88	3,579.04	3,758.00
	Annual	69,168	72,107	75,175	78,368	81,698	85,171	88,791	91,230	93,055	97,708
21	Hourly	36.546	38.098	39.718	41.405	43.165	44.999	46.912	48.203	49.165	51.623
	Bi-Weekly	2,923.68	3,047.84	3,177.44	3,312.40	3,453.20	3,599.92	3,752.96	3,856.24	3,933.20	4,129.84
	Annual	76,015	79,243	82,613	86,122	89,783	93,597	97,576	100,262	102,263	107,375
22	Hourly	40.105	41.809	43.586	45.437	47.369	49.380	51.481	52.896	53.953	56.652
	Bi-Weekly	3,208.40	3,344.72	3,486.88	3,634.96	3,789.52	3,950.40	4,118.48	4,231.68	4,316.24	4,532.16
	Annual	83,418	86,962	90,658	94,508	98,527	102,710	107,080	110,023	112,222	117,836
23	Hourly	42.063	43.852	45.715	47.658	49.684	51.796	53.997	55.481	56.592	59.421
	Bi-Weekly	3,365.04	3,508.16	3,657.20	3,812.64	3,974.72	4,143.68	4,319.76	4,438.48	4,527.36	4,753.68
	Annual	87,491	91,212	95,087	99,128	103,342	107,735	112,313	115,400	117,711	123,595

								Year at 1st	Year at 2nd	Year at 3rd	
								Longevity Rate & 10 Years Service	Longevity Rate & 15 Years Service	Longevity Rate & 20 Years Service	
								After 2 Years At 5th Step			
Grade		Entry Rate	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step
9	Hourly	14,686	15,309	15,961	16,639	17,346	18,086	18,853	19,370	19,857	20,851
	Bi-Weekly	1,174.88	1,224.72	1,276.88	1,331.12	1,387.68	1,446.88	1,508.24	1,549.60	1,588.56	1,668.08
	Annual	30,546	31,842	33,198	34,609	36,079	37,618	39,214	40,289	41,302	43,370
10	Hourly	15,729	16,400	17,096	17,822	18,579	19,369	20,193	20,750	21,270	22,333
	Bi-Weekly	1,258.32	1,312.00	1,367.68	1,425.76	1,486.32	1,549.52	1,615.44	1,660.00	1,701.60	1,786.64
	Annual	32,716	34,112	35,559	37,069	38,644	40,287	42,001	43,160	44,241	46,452
11	Hourly	16,876	17,593	18,343	19,121	19,932	20,779	21,664	22,260	22,819	23,959
	Bi-Weekly	1,350.08	1,407.44	1,467.44	1,529.68	1,594.56	1,662.32	1,733.12	1,780.80	1,825.52	1,916.72
	Annual	35,102	36,593	38,153	39,771	41,458	43,220	45,061	46,300	47,463	49,834
12	Hourly	18,072	18,843	19,644	20,479	21,348	22,256	23,202	23,840	24,438	25,661
	Bi-Weekly	1,445.76	1,507.44	1,571.52	1,638.32	1,707.84	1,780.48	1,856.16	1,907.20	1,955.04	2,052.88
	Annual	37,589	39,193	40,859	42,596	44,403	46,292	48,260	49,587	50,831	53,374
13	Hourly	19,357	20,180	21,036	21,932	22,864	23,835	24,848	25,532	26,173	27,481
	Bi-Weekly	1,548.56	1,614.40	1,682.88	1,754.56	1,829.12	1,906.80	1,987.84	2,042.56	2,093.84	2,198.48
	Annual	40,262	41,974	43,754	45,618	47,557	49,576	51,683	53,106	54,439	57,160
14	Hourly	20,783	21,667	22,587	23,547	24,547	25,590	26,678	27,410	28,099	29,505
	Bi-Weekly	1,662.64	1,733.36	1,806.96	1,883.76	1,963.76	2,047.20	2,134.24	2,192.80	2,247.92	2,360.40
	Annual	43,228	45,067	46,980	48,977	51,057	53,227	55,490	57,012	58,445	61,370
15	Hourly	22,374	23,323	24,315	25,348	26,425	27,549	28,719	29,510	30,252	31,763
	Bi-Weekly	1,789.92	1,865.84	1,945.20	2,027.84	2,114.00	2,203.92	2,297.52	2,360.80	2,420.16	2,541.04
	Annual	46,537	48,511	50,575	52,723	54,964	57,301	59,735	61,380	62,924	66,067
16	Hourly	24,018	25,039	26,103	27,211	28,366	29,572	30,831	31,678	32,474	34,097
	Bi-Weekly	1,921.44	2,003.12	2,088.24	2,176.88	2,269.28	2,365.76	2,466.48	2,534.24	2,597.92	2,727.76
	Annual	49,957	52,081	54,294	56,598	59,001	61,509	64,128	65,890	67,545	70,921
17	Hourly	25,774	26,871	28,011	29,203	30,442	31,738	33,086	33,997	34,850	36,591
	Bi-Weekly	2,061.92	2,149.68	2,240.88	2,336.24	2,435.36	2,539.04	2,646.88	2,719.76	2,788.00	2,927.28
	Annual	53,609	55,891	58,262	60,742	63,319	66,015	68,818	70,713	72,488	76,109
18	Hourly	27,609	28,781	30,005	31,279	32,609	33,997	35,440	36,414	37,330	39,197
	Bi-Weekly	2,208.72	2,302.48	2,400.40	2,502.32	2,608.72	2,719.76	2,835.20	2,913.12	2,986.40	3,135.76
	Annual	57,426	59,864	62,410	65,060	67,826	70,713	73,715	75,741	77,646	81,529
19	Hourly	30,283	31,571	32,914	34,312	35,769	37,292	38,874	39,945	40,948	42,996
	Bi-Weekly	2,422.64	2,525.68	2,633.12	2,744.96	2,861.52	2,983.36	3,109.92	3,195.60	3,275.84	3,439.68
	Annual	62,988	65,667	68,461	71,368	74,399	77,567	80,857	83,085	85,171	89,431
20	Hourly	33,254	34,667	36,142	37,677	39,278	40,948	42,688	43,861	44,962	47,210
	Bi-Weekly	2,660.32	2,773.36	2,891.36	3,014.16	3,142.24	3,275.84	3,415.04	3,508.88	3,596.96	3,776.80
	Annual	69,168	72,107	75,175	78,368	81,698	85,171	88,791	91,230	93,520	98,196
21	Hourly	36,546	38,098	39,718	41,405	43,165	44,999	46,912	48,203	49,411	51,881
	Bi-Weekly	2,923.68	3,047.84	3,177.44	3,312.40	3,453.20	3,599.92	3,752.96	3,856.24	3,952.88	4,150.48
	Annual	76,015	79,243	82,613	86,122	89,783	93,597	97,576	100,262	102,774	107,912
22	Hourly	40,105	41,809	43,586	45,437	47,369	49,380	51,481	52,896	54,223	56,935
	Bi-Weekly	3,208.40	3,344.72	3,486.88	3,634.96	3,789.52	3,950.40	4,118.48	4,231.68	4,337.84	4,554.80
	Annual	83,418	86,962	90,658	94,508	98,527	102,710	107,080	110,023	112,783	118,424
23	Hourly	42,063	43,852	45,715	47,658	49,684	51,796	53,997	55,481	56,875	59,718
	Bi-Weekly	3,365.04	3,508.16	3,657.20	3,812.64	3,974.72	4,143.68	4,319.76	4,438.48	4,550.00	4,777.44
	Annual	87,491	91,212	95,087	99,128	103,342	107,735	112,313	115,400	118,300	124,213

Effective December 1, 2016

**SCHEDULE I  
BUREAU OF HUMAN RESOURCES  
AFSCME**

								Year at 1st	Year at 2nd	Year at 3rd	
								Longevity Rate & 10	Longevity Rate & 15	Longevity Rate & 20	
								After 2 Years At 5th Step	Years Service	Years Service	Years Service
Grade		Entry Rate	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step
9	Hourly	15.016	15.653	16.320	17.013	17.736	18.493	19.277	19.806	20.304	21.320
	Bi-Weekly	1,201.28	1,252.24	1,305.60	1,361.04	1,418.88	1,479.44	1,542.16	1,584.48	1,624.32	1,705.60
	Annual	31,233	32,558	33,945	35,387	36,890	38,465	40,096	41,196	42,232	44,345
10	Hourly	16.083	16.769	17.481	18.223	18.997	19.805	20.647	21.217	21.749	22.835
	Bi-Weekly	1,286.64	1,341.52	1,398.48	1,457.84	1,519.76	1,584.40	1,651.76	1,697.36	1,739.92	1,826.80
	Annual	33,452	34,879	36,360	37,903	39,513	41,194	42,945	44,131	45,237	47,496
11	Hourly	17.256	17.989	18.756	19.551	20.380	21.247	22.151	22.761	23.332	24.498
	Bi-Weekly	1,380.48	1,439.12	1,500.48	1,564.08	1,630.40	1,699.76	1,772.08	1,820.88	1,866.56	1,959.84
	Annual	35,892	37,417	39,012	40,666	42,390	44,193	46,074	47,342	48,530	50,955
12	Hourly	18.479	19.267	20.086	20.940	21.828	22.757	23.724	24.376	24.988	26.238
	Bi-Weekly	1,478.32	1,541.36	1,606.88	1,675.20	1,746.24	1,820.56	1,897.92	1,950.08	1,999.04	2,099.04
	Annual	38,436	40,075	41,778	43,555	45,402	47,334	49,345	50,702	51,975	54,575
13	Hourly	19.793	20.634	21.509	22.425	23.378	24.371	25.407	26.106	26.762	28.099
	Bi-Weekly	1,583.44	1,650.72	1,720.72	1,794.00	1,870.24	1,949.68	2,032.56	2,088.48	2,140.96	2,247.92
	Annual	41,169	42,918	44,738	46,644	48,626	50,691	52,846	54,300	55,664	58,445
14	Hourly	21.251	22.155	23.095	24.077	25.099	26.166	27.278	28.027	28.731	30.169
	Bi-Weekly	1,700.08	1,772.40	1,847.60	1,926.16	2,007.92	2,093.28	2,182.24	2,242.16	2,298.48	2,413.52
	Annual	44,202	46,082	48,037	50,080	52,205	54,425	56,738	58,296	59,760	62,751
15	Hourly	22.877	23.848	24.862	25.918	27.020	28.169	29.365	30.174	30.933	32.478
	Bi-Weekly	1,830.16	1,907.84	1,988.96	2,073.44	2,161.60	2,253.52	2,349.20	2,413.92	2,474.64	2,598.24
	Annual	47,584	49,603	51,712	53,909	56,201	58,591	61,079	62,761	64,340	67,554
16	Hourly	24.558	25.602	26.690	27.823	29.004	30.237	31.525	32.391	33.205	34.864
	Bi-Weekly	1,964.64	2,048.16	2,135.20	2,225.84	2,320.32	2,418.96	2,522.00	2,591.28	2,656.40	2,789.12
	Annual	51,080	53,252	55,515	57,871	60,328	62,892	65,572	67,373	69,066	72,517
17	Hourly	26.354	27.476	28.641	29.860	31.127	32.452	33.830	34.762	35.634	37.414
	Bi-Weekly	2,108.32	2,198.08	2,291.28	2,388.80	2,490.16	2,596.16	2,706.40	2,780.96	2,850.72	2,993.12
	Annual	54,816	57,150	59,573	62,108	64,744	67,500	70,366	72,304	74,118	77,821
18	Hourly	28.230	29.429	30.680	31.983	33.343	34.762	36.237	37.233	38.170	40.079
	Bi-Weekly	2,258.40	2,354.32	2,454.40	2,558.64	2,667.44	2,780.96	2,898.96	2,978.64	3,053.60	3,206.32
	Annual	58,718	61,212	63,814	66,524	69,353	72,304	75,372	77,444	79,393	83,364
19	Hourly	30.964	32.281	33.655	35.084	36.574	38.131	39.749	40.844	41.869	43.963
	Bi-Weekly	2,477.12	2,582.48	2,692.40	2,806.72	2,925.92	3,050.48	3,179.92	3,267.52	3,349.52	3,517.04
	Annual	64,405	67,144	70,002	72,974	76,073	79,312	82,677	84,955	87,087	91,443
20	Hourly	34.002	35.447	36.955	38.525	40.162	41.869	43.648	44.848	45.974	48.272
	Bi-Weekly	2,720.16	2,835.76	2,956.40	3,082.00	3,212.96	3,349.52	3,491.84	3,587.84	3,677.92	3,861.76
	Annual	70,724	73,729	76,866	80,132	83,536	87,087	90,787	93,283	95,625	100,405
21	Hourly	37.368	38.955	40.612	42.337	44.136	46.011	47.968	49.288	50.523	53.048
	Bi-Weekly	2,989.44	3,116.40	3,248.96	3,386.96	3,530.88	3,680.88	3,837.44	3,943.04	4,041.84	4,243.84
	Annual	77,725	81,026	84,472	88,060	91,802	95,702	99,773	102,519	105,087	110,339
22	Hourly	41.007	42.750	44.567	46.459	48.435	50.491	52.639	54.086	55.443	58.216
	Bi-Weekly	3,280.56	3,420.00	3,565.36	3,716.72	3,874.80	4,039.28	4,211.12	4,326.88	4,435.44	4,657.28
	Annual	85,294	88,920	92,699	96,634	100,744	105,021	109,489	112,498	115,321	121,089
23	Hourly	43.009	44.839	46.744	48.730	50.802	52.961	55.212	56.729	58.155	61.062
	Bi-Weekly	3,440.72	3,587.12	3,739.52	3,898.40	4,064.16	4,236.88	4,416.96	4,538.32	4,652.40	4,884.96
	Annual	89,458	93,265	97,227	101,358	105,668	110,158	114,840	117,996	120,962	127,008

Effective June 1, 2017

**SCHEDULE I  
BUREAU OF HUMAN RESOURCES  
AFSCME**

									Year at 1st	Year at 2nd	Year at 3rd	
									Longevity Rate & 10	Longevity Rate & 15	Longevity Rate & 20	
									After 2 Years At 5th Step	Years Service	Years Service	Years Service
Grade		Entry Rate	1st Step	2nd Step	3rd Step	4th Step	5th Step	6th Step	7th Step	8th Step	9th Step	
9	Hourly	15.316	15.966	16.646	17.353	18.091	18.863	19.663	20.202	20.710	21.746	
	Bi-Weekly	1,225.28	1,277.28	1,331.68	1,388.24	1,447.28	1,509.04	1,573.04	1,616.16	1,656.80	1,739.68	
	Annual	31,857	33,209	34,623	36,094	37,629	39,235	40,899	42,020	43,076	45,231	
10	Hourly	16.405	17.104	17.831	18.587	19.377	20.201	21.060	21.641	22.184	23.292	
	Bi-Weekly	1,312.40	1,368.32	1,426.48	1,486.96	1,550.16	1,616.08	1,684.80	1,731.28	1,774.72	1,863.36	
	Annual	34,122	35,576	37,088	38,660	40,304	42,018	43,804	45,013	46,142	48,447	
11	Hourly	17.601	18.349	19.131	19.942	20.788	21.672	22.594	23.216	23.799	24.988	
	Bi-Weekly	1,408.08	1,467.92	1,530.48	1,595.36	1,663.04	1,733.76	1,807.52	1,857.28	1,903.92	1,999.04	
	Annual	36,610	38,165	39,792	41,479	43,239	45,077	46,995	48,289	49,501	51,975	
12	Hourly	18.849	19.652	20.488	21.359	22.265	23.212	24.198	24.864	25.488	26.763	
	Bi-Weekly	1,507.92	1,572.16	1,639.04	1,708.72	1,781.20	1,856.96	1,935.84	1,989.12	2,039.04	2,141.04	
	Annual	39,205	40,876	42,615	44,426	46,311	48,280	50,331	51,717	53,015	55,667	
13	Hourly	20.189	21.047	21.939	22.874	23.846	24.858	25.915	26.628	27.297	28.661	
	Bi-Weekly	1,615.12	1,683.76	1,755.12	1,829.92	1,907.68	1,988.64	2,073.20	2,130.24	2,183.76	2,292.88	
	Annual	41,993	43,777	45,633	47,577	49,599	51,704	53,903	55,386	56,777	59,614	
14	Hourly	21.676	22.598	23.557	24.559	25.601	26.689	27.824	28.588	29.306	30.772	
	Bi-Weekly	1,734.08	1,807.84	1,884.56	1,964.72	2,048.08	2,135.12	2,225.92	2,287.04	2,344.48	2,461.76	
	Annual	45,086	47,003	48,998	51,082	53,250	55,513	57,873	59,463	60,956	64,005	
15	Hourly	23.335	24.325	25.359	26.436	27.560	28.732	29.952	30.777	31.552	33.128	
	Bi-Weekly	1,866.80	1,946.00	2,028.72	2,114.88	2,204.80	2,298.56	2,396.16	2,462.16	2,524.16	2,650.24	
	Annual	48,536	50,596	52,746	54,986	57,324	59,762	62,300	64,016	65,628	68,906	
16	Hourly	25.049	26.114	27.224	28.379	29.584	30.842	32.156	33.039	33.869	35.561	
	Bi-Weekly	2,003.92	2,089.12	2,177.92	2,270.32	2,366.72	2,467.36	2,572.48	2,643.12	2,709.52	2,844.88	
	Annual	52,101	54,317	56,625	59,028	61,534	64,151	66,884	68,721	70,447	73,966	
17	Hourly	26.881	28.026	29.214	30.457	31.750	33.101	34.507	35.457	36.347	38.162	
	Bi-Weekly	2,150.48	2,242.08	2,337.12	2,436.56	2,540.00	2,648.08	2,760.56	2,836.56	2,907.76	3,052.96	
	Annual	55,912	58,294	60,765	63,350	66,040	68,850	71,774	73,750	75,601	79,376	
18	Hourly	28.795	30.018	31.294	32.623	34.010	35.457	36.962	37.978	38.933	40.881	
	Bi-Weekly	2,303.60	2,401.44	2,503.52	2,609.84	2,720.80	2,836.56	2,956.96	3,038.24	3,114.64	3,270.48	
	Annual	59,893	62,437	65,091	67,855	70,740	73,750	76,880	78,994	80,980	85,032	
19	Hourly	31.583	32.927	34.328	35.786	37.305	38.894	40.544	41.661	42.706	44.842	
	Bi-Weekly	2,526.64	2,634.16	2,746.24	2,862.88	2,984.40	3,111.52	3,243.52	3,332.88	3,416.48	3,587.36	
	Annual	65,692	68,488	71,402	74,434	77,594	80,899	84,331	86,654	88,828	93,271	
20	Hourly	34.682	36.156	37.694	39.296	40.965	42.706	44.521	45.745	46.893	49.237	
	Bi-Weekly	2,774.56	2,892.48	3,015.52	3,143.68	3,277.20	3,416.48	3,561.68	3,659.60	3,751.44	3,938.96	
	Annual	72,138	75,204	78,403	81,735	85,207	88,828	92,603	95,149	97,537	102,412	
21	Hourly	38.115	39.734	41.424	43.184	45.019	46.931	48.927	50.274	51.533	54.109	
	Bi-Weekly	3,049.20	3,178.72	3,313.92	3,454.72	3,601.52	3,754.48	3,914.16	4,021.92	4,122.64	4,328.72	
	Annual	79,279	82,646	86,161	89,822	93,639	97,616	101,768	104,569	107,188	112,546	
22	Hourly	41.827	43.605	45.458	47.388	49.404	51.501	53.692	55.168	56.552	59.380	
	Bi-Weekly	3,346.16	3,488.40	3,636.64	3,791.04	3,952.32	4,120.08	4,295.36	4,413.44	4,524.16	4,750.40	
	Annual	87,000	90,698	94,552	98,567	102,760	107,122	111,679	114,749	117,628	123,510	
23	Hourly	43.869	45.736	47.679	49.705	51.818	54.020	56.316	57.864	59.318	62.283	
	Bi-Weekly	3,509.52	3,658.88	3,814.32	3,976.40	4,145.44	4,321.60	4,505.28	4,629.12	4,745.44	4,982.64	
	Annual	91,247	95,130	99,172	103,386	107,781	112,361	117,137	120,357	123,381	129,548	



**SIDE LETTER**  
**OF AGREEMENT BETWEEN**  
**COOK COUNTY AND**  
**AFSCME COUNCIL 31**

**RESIDENCY**

The Union and Cook County agree that the outcome of the dispute between AFSCME and the Employers over the residency requirement shall be governed by the outcome of the litigation currently pending between the County and other labor organizations.

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For AFSCME Council 31

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For The County

## **Regarding Retiree Health Benefits**

The parties agree to discuss the subject of creating a County operated health plan for County retirees.

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Chief Spokesperson                      Date  
AFSCME Council 31

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Chief Spokesperson                      Date  
Employers

**Side Letter**  
**Regarding Temporary Disability Benefits**

The parties agree to draft a mutually acceptable letter to the County Employees' and Officers' Annuity and Benefit Fund of Cook County with regard to the temporary disability issue raised in AFSCME Economic Proposal Number 11 concerning temporary disability benefits.

\_\_\_\_\_  
Chief Spokesperson  
AFSCME Council 31

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Spokesperson  
Employers

\_\_\_\_\_  
Date

**SIDE LETTER**  
**VACATION PREFERENCE AND SCHEDULING**  
**DEPARTMENT OF REVENUE**

The Department of Revenue and AFSCME Council 31 agree to adhere to the current practice of vacation scheduling for the afternoon/evening/weekend shift. The current practice of requesting vacation time by the 9<sup>th</sup> day of the month preceding the month for which vacation time is requested shall continue. The parties also agree that management shall continue to consider emergency situations where employees are unable to request vacation time within the above mentioned timeframe.

The parties further agree to continue discussions in an effort to address the issue of vacation scheduling. Once the Department of Revenue has a new arrangement/agreement with the Sheriff's Department, the parties shall adopt the current language for vacation scheduling for all employees covered by this collective bargaining agreement.

\_\_\_\_\_  
Chief Spokesperson  
AFSCME Council 31

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Spokesperson  
Employers

\_\_\_\_\_  
Date

**Side Letter**  
**"Me Too" Clause**

For the period from the date of the execution of this tentative agreement through November 30, 2017 only, if Cook County enters into an agreement with any other union for a non-interest arbitration eligible bargaining unit that contains across-the-board wage increases greater than those set forth in the Parties' tentative agreement regarding general increases, or agrees to a lower rate of employee contribution to health insurance (either in employee contribution to premium or through plan design changes that are more favorable to employees) for a non-interest arbitration eligible bargaining unit, then upon demand by the union, those wage increases or health insurance changes will be applied to the members of these bargaining units.

\_\_\_\_\_  
Chief Spokesperson  
AFSCME Council 31

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Spokesperson  
Employers

\_\_\_\_\_  
Date

Side Letter  
Shut Down Days

The Employers agree that they will not implement any shutdown days from the date of execution of this side letter through the termination of the collective bargaining agreement. This Agreement shall automatically expire upon Cook County Board of Commissioners' ratification of the successor agreement. This agreement is non-precedential and shall not be used by either party in any proceeding except to enforce its terms. Further, the parties agree that by executing this agreement neither the Union nor the Employers waive any positions, rights, claims or defenses regarding shutdown days.

\_\_\_\_\_  
Chief Spokesperson                      Date  
AFSCME Council 31

\_\_\_\_\_  
Chief Spokesperson                      Date  
Employers

Side Letter  
Classification and Grade Changes:

Effective within sixty (60) days after ratification by the Cook County Board of Commissioners, all classifications below Grade 11 of the AFSCME Schedule I Pay Plan shall be upgraded to or merged with Grade 11 classifications and all affected employees shall be placed in a step that contains a salary which is next closest but higher than the employee's current salary. Upon request by either party, the parties shall meet to resolve any resulting classification issues.

\_\_\_\_\_  
Chief Spokesperson                      Date  
AFSCME Council 31

\_\_\_\_\_  
Chief Spokesperson                      Date  
Employers

Side Letter  
Alternative Work Schedules

The parties understand the positive benefits that alternate work schedules have for employees. Therefore, the parties agree that no later than ninety (90) days after ratification of this agreement upon request of the Union, the parties shall meet to determine which position classifications may be eligible to participate in alternative work schedules and to resolve any procedural issues. If the Employer in its sole discretion determines its own needs may appropriately be met by allowing an employee the opportunity to have an alternative work schedule, the Employer may grant the request.

\_\_\_\_\_  
Chief Spokesperson                      Date  
AFSCME Council 31

\_\_\_\_\_  
Chief Spokesperson                      Date  
Employers



### Cook County Benefit Overview

HMO(s)	Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
Classic Blue Option	In Effect	Eliminated
Out of Pocket Maximum	Drug Copays do not accumulate to OOP Max	All Copays accumulate to OOP Max
Out of Pocket Maximum	\$1,500 single / \$3,000 family	\$1,600 single / \$3,200 family
Inpatient Facility	\$100 copay per admit	\$100 copay per admit
Preventive	\$10 copay	\$0 copay (100% Covered)
Other PCP / Urgent Care	\$10 copay	\$15 copay
Specialists	\$10 copay	\$20 copay
X-Ray / Diagnostic tests (performed in lab or hospital)	\$0 copay	\$0 copay
Accident / illness	\$10 copay	\$15 copay
Emergency Room	\$40 copay	\$75 copay

PPO	Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
Deductible and Out of Pocket Maximum	Copay and Deductibles do not accumulate to OOP Max	Copay and Deductibles do accumulate to OOP Max
Annual Deductible	\$125 / \$250 (Single / Family) 2x Out of Network	\$350 / \$700 (Single / Family) 2x Out of Network
Out of Pocket Maximum	\$1,500/\$3,000 (Single / Family) 2x Out of Network	\$1,600/\$3,200 (Single / Family) 2x Out of Network
Inpatient Facility	90% In network / 60% Out of network	90% In network / 60% Out of network
Preventive	90% coinsurance after \$25 copay / 60% Out of network	\$0 copay (100% Covered)

PCP	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$25 copay / 60% Out of network
Specialists	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$35 copay / 60% Out of network
X-Ray / Diagnostic tests (performed in lab or hospital)	90% In network 60% Out of network	90% in network 60% Out of network
Accident / Illness	90% coinsurance after \$25 copay / 60% Out of network	90% coinsurance after \$25 copay / 60% Out of network
Emergency Room – In / Out of Network	\$40 copay	\$75 copay

#### Cook County Benefit Overview (Cont.)

Drug	Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
Prescription Drugs – Retail	Generic: \$7 copay Brand Formulary: \$15 copay Brand Non-Formulary: \$25 copay Mail Order: 2 x retail	Generic: \$10 copay Brand Formulary: \$25 copay Brand Non-Formulary: \$40 copay Mail Order: 2 x retail
Generic Step Therapy	N/A	PBM's generic step therapy program
Mandatory Maintenance Choice	N/A	Mandatory mail-order for maintenance drugs

Vision	Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
Eye Examination	\$0 copay Once per 12 months	\$0 copay Once per 12 months
Eyeglass Lenses*	\$0 copay standard uncoated plastic Once per 12 months	\$0 copay standard uncoated plastic Once per 12 months
Frames	\$0 copay up to \$100 / Amount over \$100	\$0 copay up to \$100 / Amount over \$100

	less 10% Once per 24 months	less 10% Once per 24 months
Contact Lenses*	\$0 copay up to \$100 Once per 12 months	\$0 copay up to \$100 Once per 12 months

*\*Either eyeglass lenses OR contact lenses are covered every 12 months*

#### Cook County Benefit Overview (Cont.)

Dental – HMO	Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
Annual Deductible	\$0 (None)	\$0 (None)
Benefit Period Maximum	None	None
Preventive	100% of Maximum Allowance Includes 2 exams / cleanings per benefit period; Includes fluoride treatments under age 19	Requires a Maximum Allowance Includes 2 exams / cleanings per benefit period; Includes fluoride treatments under age 19
Basic Benefits	Requires a copayment for each specific service; Copayments equal a discount of approximately 70%	Requires a copayment for each specific service; Copayments equal a discount of approximately 70%
Major Services	Requires a copayment for each specific service; Copayments equal a discount of approximately 60%	Requires a copayment for each specific service; Copayments equal a discount of approximately 60%
Orthodontics	Requires copayments; Copayments equal a discount of approximately 25%; Max one full course of treatment for dependent children under 19	Requires copayments; Copayments equal a discount of approximately 25%; Max one full course of treatment for dependent children under 19

Dental – PPO	Benefits Effective until 11/30/2015	Benefits Effective 12/1/2015
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Annual Deductible	\$25 Individual / \$100 Family (In network) \$50 Individual / \$200 Family (Out of network)	\$25 Individual / \$100 Family (In network) \$50 Individual / \$200 Family (Out of network)
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<i>preventive (2 exams / cleanings per Benefit Period)</i>	100% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)	100% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Primary Services X-Rays Space Maintainers</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Restorative Services Routine Fillings</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Emergency Services</i>	80% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 80% of Maximum Allowance (Out of network)
<i>Endodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Periodontics</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)
<i>Oral Surgery</i>	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)	80% of Maximum Allowance (In network) 60% of Maximum Allowance (Out of network)

	network)	network)
<i>Prosthetics</i>	50% of Maximum Allowance (In and out of network)	50% of Maximum Allowance (In and out of network)
<i>Orthodontics</i>	50% up to a lifetime max of \$1,250 (In and out of network)	50% up to a lifetime max of \$1,250 (In and out of network)

**Cook County Benefit Overview (Cont.)**  
**Employee Contributions – As a Percentage of Salary (Pre-Tax)**

<b>Blue Advantage HMO</b>	<b>Effective until 11/30/2015</b>	<b>Effective 12/1/2015</b>	<b>Effective 12/1/2016</b>
Employee Only	0.50%	1.00%	1.50%
Employee + Spouse	1.00%	1.50%	2.00%
Employee + Child(ren)	0.75%	1.25%	1.75%
Employee + Family	1.25%	1.75%	2.25%

<b>PPO</b>	<b>Effective until 11/30/2015</b>	<b>Effective 12/1/2015</b>	<b>Effective 12/1/2016</b>
Employee Only	1.50%	2.00%	2.50%
Employee + Spouse	2.00%	2.50%	3.00%
Employee + Child(ren)	1.75%	2.25%	2.75%
Employee + Family	2.25%	2.75%	3.25%

<b>Dental</b>	<b>Effective until 11/30/2015</b>	<b>Effective 12/1/2015</b>	<b>Effective 12/1/2016</b>
HMO	\$0	\$0	\$0
PPO	\$0	\$0	\$0

<b>Vision</b>	<b>Effective until 11/30/2015</b>	<b>Effective 12/1/2015</b>	<b>Effective 12/1/2016</b>
Vision Plan	\$0	\$0	\$0